



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING**

February
Friday, January 15, 2013

9:00 a.m. SPECIAL COUNCIL MEETING

AGENDA

A. Call to order

B. Roll Call

C. Approval of Agenda

D. Public Hearing

1. Funding emergency repairs along Robert Gray Drive and at Main Street near Second Avenue

E. Business

1. Funding emergency repairs along Robert Gray Drive and at Main Street near Second Avenue—*Cassinelli*
2. Ordinance adjusting sewer bills for water leakage (continued from 2-11-13)—*Marshall/Chambreau*

F. Discussion

1. Contract for professional engineering services and Consultant Agreements/Scopes of Work for Elizabeth Avenue Project, First Avenue Sewer Improvements and Sahalee Sewer Improvements—*Forner/Jensen*

N. Adjournment

O. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
Planning Commission	Regular Meetings (meetings subject to cancellation if there is no business to transact)	Tuesday	02/19/13	6:00 p.m.	Community Building
City Council	Regular Meeting	Monday	02/25/13	6:00 p.m.	Community Building

CITY OF ILWACO CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Rural Utilities Program Emergency Community
Water Assistance Grant (ECWAG) program Public Hearing: 2/15/13
Council Discussion Item: 2/11/13 Council Business Item: 2/15/13
- B. Issue/Topic: **Funding emergency repairs along Robert Gray Drive and at Main Street near Second Avenue.**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. Toward the end of December, significant storm water resulted in compromised water and sewer lines along Robert Gray Drive and at Main Street near Second Avenue. On January 14, the Ilwaco City Council declared the situations an emergency in an effort to expedite the permanent repairs. As mentioned in the preliminary engineering report, leaving the lines as they are may result in additional leaks or breaks that could jeopardize the hillside along Robert Gray Drive. The water and sewer line at Main Street is currently unprotected due to the washed out culvert. Based on the council's discussion at their last meeting, the engineer's estimates have been revised to only include the replacement of the water line along Robert Gray Drive (\$149,500). The Main Street estimate includes only 50 feet of sewer line along with the water line and culvert for a total project cost of \$113,045.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Temporary repairs have been made to the infrastructure. Permanent repairs must be made to prevent future breaks on the jeopardized lines and restore the crossing at the Main Street culvert. It appears that the USDA ECWAG may be able to assist with funding for the water line portion of the project. However, existing or borrowed sewer funds will need to be sought for the remainder of the repairs. It appears that 50 feet of the sewer line at Main Street must be replaced at a cost to the city of \$13,589. The primary application documents to apply for emergency USDA grant funding for the water utility portion of the projects have been included with the briefing document.
- F. Impacts:
1. Fiscal: Sewer lines at Robert Gray Drive \$0 and Main Street \$13,589.
2. Legal:
3. Personnel:

4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1.

I. Time Constraints/Due Dates: Immediate

J. Proposed Motion: **Motion to authorize the mayor to submit two applications to the USDA Rural Utilities Emergency Community Water Assistance Grant (ECWAG) program for funding of the Robert Gray Drive water lines for \$149,500 and Main Street for \$99,456.**

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED	Applicant Identifier	
<input checked="" type="checkbox"/> Construction	Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier	
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
<input type="checkbox"/> Non-Construction				
5. APPLICANT INFORMATION				
Legal Name:		Organizational Unit:		
City of Ilwaco		Department: Water Utility		
Organizational DUNS: 003206976		Division:		
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)		
Street: 120 First Avenue, PO Box 548		Prefix:	First Name: Elaine	
City: Ilwaco		Middle Name		
County:		Last Name McMillan		
State: WA	Zip Code 98624	Suffix:		
Country: USA		Email: treasurer@ilwaco-wa.gov		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-6001443		Phone Number (give area code) 360-642-3145	Fax Number (give area code) 360-642-3155	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Essential Community Facilities loans and grants 10-760		9. NAME OF FEDERAL AGENCY: USDA Rural Development		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Ilwaco, Pacific, Washington		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Emergency replacement of water lines jeopardized by recent landslide along Robert Gray Drive Ilwaco, Washington		
13. PROPOSED PROJECT Start Date: immediate		14. CONGRESSIONAL DISTRICTS OF: a. Applicant Third		
Ending Date: September 2013		b. Project Third		
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 149,500.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$ 0.00	DATE:		
c. State	\$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$.00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 149,500.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix	First Name Mike	Middle Name		
Last Name Cassinelli			Suffix	
b. Title Mayor			c. Telephone Number (give area code) 3606423145	
d. Signature of Authorized Representative			e. Date Signed	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div style="width: 45%;"> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. Increase Award C. Increase Duration </div> <div style="width: 45%;"> B. Decrease Award D. Decrease Duration </div> </div> 	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$ 0.00	\$.00	\$ 0.00
4. Architectural and engineering fees	\$ 19,500.00	\$.00	\$ 19,500.00
5. Other architectural and engineering fees	\$ 0.00	\$.00	\$ 0.00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$ 0.00	\$.00	\$ 0.00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$ 124,100.00	\$.00	\$ 124,100.00
10. Equipment	\$.00	\$.00	\$.00
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 143,600.00	\$ 0.00	\$ 143,600.00
13. Contingencies	\$ 5900.00	\$.00	\$ 5,900.00
14. SUBTOTAL	\$ 149,500.00	\$ 0.00	\$ 149,500.00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 149,500.00	\$.00	\$ 149,500.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%		\$ 149,500

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or -] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

City of Ilwaco
Preliminary Project Cost Estimate
Emergency Water Repair - Robert Gray Drive
2/8/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 9,000	\$ 9,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 2,000	\$ 2,000
3 Environmental Controls	1	LS	\$ 1,250	\$ 1,250
4 Trench Excavation Safety Systems	1	LS	\$ 1,000	\$ 1,000
5 Dewatering	1	LS	\$ 2,000	\$ 2,000
6 Temporary Bypass Pumping	0	LS	\$ -	\$ -
7 Traffic Control	1	LS	\$ 4,800	\$ 4,800
8 Locate Existing Utilities	1	LS	\$ 1,200	\$ 1,200
9 Removal of Structures and Obstructions	1	LS	\$ 2,000	\$ 2,000
10 6" DI Force Main (Including bedding)	0	LF	\$ 70	\$ -
11 in ROW	0	LF		
12 in easmnt	0	LF		
13 8" DI Water Main (Including fittings, bedding)	610	LF	\$ 95	\$ 57,950
14 in ROW	610	LF		
15 in easmnt	0	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Sanitary Sewer	0	EA	\$ 2,500	\$ -
20 Additional Pipe Fittings	280	LB	\$ 5	\$ 1,470
21 8-inch Gate Valves	2	EA	\$ 2,100	\$ 4,200
22 Fire Hydrants	0	EA	\$ 6,000	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,200	\$ 4,400
24 3/4" Service Connections, complete	3	EA	\$ 750	\$ 2,250
25 Special Excavation of Unsuitable Material	70	CY	\$ 50	\$ 3,500
26 Foundation Gravel	50	TN	\$ 23	\$ 1,150
27 Gravel Backfill	400	TN	\$ 23	\$ 9,200
28 Crushed Surfacing Top Course	70	TN	\$ 23	\$ 1,610
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 200	\$ 2,000
30 Sawcutting	1,230	LF	\$ 3	\$ 3,690
31 Planing Bituminous Pavement	0	SY	\$ 4	\$ -
32 Hot Mix Asphalt	0	TN	\$ 100	\$ -
33 Hydroseeding	0	SY	\$ 3	\$ -

Subtotal	\$ 114,700
Contingency (5%)	\$ 5,735

Subtotal	\$ 120,500
Sales Tax (7.8%)	\$ 9,399

Total	\$ 130,000
-------	------------

Total Construction Cost (Rounded)	\$ 130,000
--	-------------------

Engineering (15%)	\$19,500.00
-------------------	-------------

Project Cost	\$149,500.00
---------------------	---------------------

CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR MAIN STREET DRAINAGE AND CULVERT

**G&O #20134.30
FEBRUARY 2013**



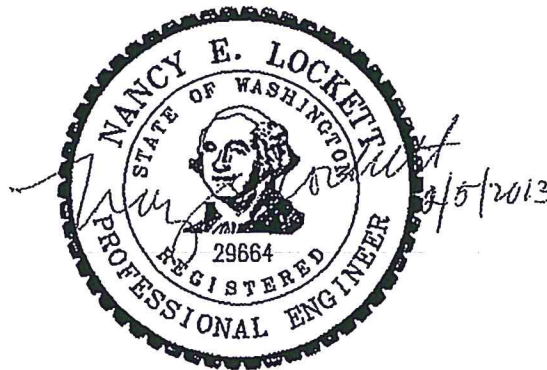
CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR MAIN STREET DRAINAGE AND CULVERT



G&O #20134.30
FEBRUARY 2013



Gray & Osborne, Inc.
CONSULTING ENGINEERS

GENERAL

The City of Ilwaco needs to replace approximately 200 linear feet of waterline in Main Street west of 2nd Avenue. See Figure 1 for the location of the proposed project. A major drainage ditch in the downtown core of the City of Ilwaco is located approximately 120 feet west of 2nd Avenue. The ditch flows from north to south and is an open ditch with culverts until it crosses under Eagle Street. At this point, the drainage ditch is piped under the Port of Ilwaco boatyard for approximately 340 feet. The ditch discharges into the Port of Ilwaco boat basin via a tide gate.

As property owners developed to the west of 2nd Avenue two corrugated metal pipe elliptical culverts were installed approximately 30 years ago in the previously unopened Main Street right-of-way to allow access to three properties. The elliptical culverts have a 36-inch base; however, they were installed upside down with the smaller opening facing down. The culverts are approximately 75 percent full of sediment and are severely corroded.

The City received 19 inches of rain in December 2012. The stormwater flow in the ditch exceeded the capacity of the largely blocked culverts and water overtopped the culverts and roadway and eroded a new path around the culverts. The City's water and sewer lines that crossed the ditch immediately above the culverts were exposed and are in danger of breaking. The City Council approved an emergency declaration for this situation at the regularly scheduled Council meeting on January 14, 2013.

The extent of the damage is shown on Figures 2 and 3. The water main, the white pipe in Figures 2 and 3, is in danger of rupturing. This report will provide information regarding the need for the project, the existing system, the proposed improvements, and a brief description of the environmental resources in the vicinity.

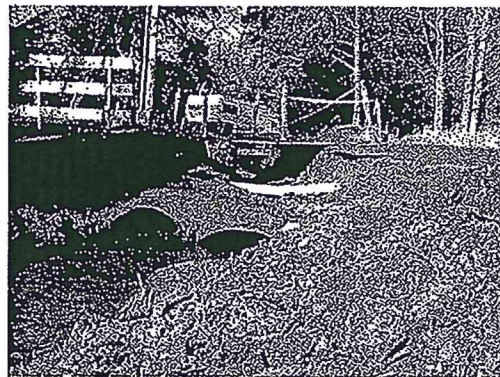


FIGURE 2

Water (White Pipe) and Sewer (Green Pipe)

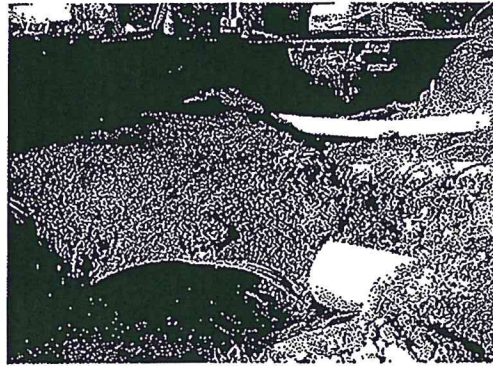


FIGURE 3

Water (White Pipe) and Sewer (Green Pipe)

NEED FOR THE PROJECT

The culverts under Main Street west of 2nd Avenue washed out in the rainstorm that occurred between December 17 and December 21. The water and sewer lines that had been installed above the culverts were exposed and left unsupported when the roadbed and soil were eroded. The water and sewer lines are vulnerable to breakage.

EXISTING SYSTEM

The existing waterline in Main Street is a 6-inch polyvinyl chloride (PVC) main. The main provides water to several residences and a fire hydrant. Before the culvert was washed out, the water pipe did not have adequate separation for the sewer force main per the Department of Ecology guidelines for minimum separation between water and sewer, and had minimum cover over the pipe to protect it from vehicle damage.

PROPOSED IMPROVEMENTS

The water main will be replaced with ductile iron pipe to ensure the pipe is protected from vehicle damage due to the minimum amount of cover available over the top of the culverts. The minimum size of water distribution pipe per the City of Ilwaco Water System Standards is 8 inches. The pipe will be replaced with an 8-inch pipe. The new water will be installed with the required 10-foot minimum separation from the sanitary sewer.

ENVIRONMENTAL RESOURCES

The following summary of the environmental resources found in the vicinity of the project area is taken from the NEPA Environmental Report, City of Ilwaco, Pacific County, Washington, Sahalee Subdivision Water, Sewer, and Pump Station Replacement

Project (March 2010) which was prepared in support of the City's application for USDA Rural Development funding for water and sewer replacements in the Sahalee Development (located immediately south of the project site) and the Informal ESA Consultation documentation for water system improvements in Ilwaco prepared in August 2012.

The drainage ditch culvert crossing on Main Street is located on the west side of downtown Ilwaco, Washington in Section 33 of Township 10 North, Range 11 West, approximately 0.5 mile north of Baker Bay and the Columbia River and 1.5 miles east of the Pacific Ocean. The topography of downtown Ilwaco ranges from approximately sea level to 20 feet above sea level. The project area is not within the 100-year floodplain. The drainage ditch flows to the south and is an open ditch to within 350 feet of Baker Bay. The final 350 feet of the ditch is piped under the Port of Ilwaco boatyard to a point of discharge in Baker Bay.

The City has applied to the Washington State Department of Fish and Wildlife (WDFW) for an emergency Hydraulic Project Approval (HPA). The City has received authorization to replace the culverts. A copy of the HPA is attached in Appendix A.

All areas proposed for soil disturbance are in existing road right-of-way and drainage ditch and are therefore not regarded as farmland of statewide importance. Soils that predominate in downtown Ilwaco and the project site are classified as Udorthents, level.

According to the U.S. Fish and Wildlife Service Web site, animal species protected under the authority of the Endangered Species Act in Pacific County include bull trout, marbled murrelet, northern spotted owl, the Oregon silverspot butterfly, the western snowy plover, and the short-tailed albatross. According to the WDFW Priority Habitat and Species Map for the area, of these species, only the marbled murrelet and bull trout are likely to occur near the project site. The marbled murrelet nests in old-growth forest approximately 1.5 miles southwest of the project area and the bull trout is potentially present in the Columbia River approximately 0.5 mile to the south.

Columbia River chum salmon, Lower Columbia River steelhead, Chinook and Coho salmon, eulachon and green sturgeon are ESA-protected species occurring in the Lower Columbia River offshore of the project area. Upper Columbia River spring Chinook salmon, Upper Willamette Chinook salmon, Upper Columbia River steelhead, Snake River steelhead, Mid-Columbia River steelhead, and Upper Willamette steelhead all pass through the Lower Columbia River and Baker Bay en route to the Pacific Ocean as juveniles and to upstream spawning areas upon return from the ocean. The Columbia River provides Essential Fish Habitat for commercially important populations of Chinook, Coho, and a small population of pink salmon. In addition to the Threatened and Endangered fish species discussed above, shad, bass, perch, sturgeon (both white and green), Pacific lamprey, herring, and a variety of marine fish may swim up the Columbia River in the saltwater lens. Dungeness crabs are known to be present in the Columbia River near the mouth.

The Ilwaco area was originally forested. Wetlands and marsh areas occurred along the Columbia River east of Robert Gray Drive. Most of the hillsides in the Ilwaco area have been logged at least once. Common tree species in order of prominence include Douglas fir (*Pseudotsuga menziesii*), red alder (*Alnus rubra*), big-leaf maple (*Acer macrophyllum*), and black cottonwood (*Populus trichocarpa*). Other species found in the area include grand fir (*Thuja plicata*) and Oregon ash (*Fraxinus latifolia*). Various species of undergrowth include salal, several varieties of berries, innumerable species of brush, sward ferns, honeysuckle, vine maple, and others. Grasses consist of bentgrass, brome, cheat, and other local grasses.

ALTERNATIVES CONSIDERED

The alternatives considered for replacing the damaged water distribution system included:

1. No Action, and
2. Replace 6-inch PVC water main with 8-inch ductile iron water main (approximately 200 linear feet), replace the damaged culverts, and install water main above the culverts.

ALTERNATIVE 1: NO ACTION

Taking no action to replace the damaged water main in Main Street would result in continued and potentially increasing leakage of treated water or complete failure of the water main, which affects the residents and could lead to contamination of the potable water with water carried in the drainage ditch. Loss of treated water represents a source of lost revenue due to pumping and treatment costs that are not recouped and the additional expense for the City crew to repeatedly repair water leaks, as well as removal of water from the City water impoundment that is not being put to consumptive use.

The environmental consequences of taking no action to replace the water main in Main Street is the potential leakage of treated water and increased potential for cross contamination from water carried in the drainage ditch.

There is no construction cost associated with Alternative 1. Potential non-construction costs include the expense of locating and repairing system leaks and liability for contamination of the water system.

Alternative 1, No Action, does not meet the City of Ilwaco's goals of operating the City utilities efficiently and in a manner that protects the environment and health of the citizens and staff.

ALTERNATIVE 2: REPLACE PVC WATER MAIN WITH DUCTILE IRON WATER MAIN

Replacement of the damaged water main with ductile iron would minimize the potential for breakage of the existing main as long as the culverts are replaced at the same time. This alternative would address the lost revenue due to the cost of losing treated water and the potential liability of contamination of the water system.

This alternative would replace approximately 200 linear feet of PVC water main from 2nd Avenue to the west side of the drainage ditch with ductile iron water main. This alternative would impact the existing roadways and residents during construction of the new infrastructure. The project will require work within the existing drainage ditch. Provided erosion and sediment best management practices are followed, there are no adverse environmental consequences of replacing the water main in Main Street. No additional land acquisition will be required for this project.

The City has received HPA to install new culverts in order to protect the City's infrastructure.

The project cost estimate for the replacement of the water main and culverts necessary to secure the water main is approximately \$99,500. A detailed cost estimate is included in Appendix B.

PROPOSED PROJECT

The proposed project for replacement of the damaged water main in Main Street includes the following item of work. The proposed water improvements are shown on Figure 4.

Replace approximately 200 linear feet of 6-inch PVC water main in Main Street west of 2nd Avenue with 8-inch ductile iron water main.

All piping will be designed in accordance with City and Washington State Department of Health standards.

APPENDIX A

HYDRAULIC PROJECT APPROVAL



State of Washington
Department of Fish and Wildlife

Mailing Address: 600 Capitol Way N, Olympia WA 98501-1091, (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building, 1111 Washington Street SE, Olympia WA

Dear Hydraulic Project Approval Recipient:

You recently received a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW). I would like to know how we did in providing service to you and how we might do a better job. Please take a few moments to complete the enclosed comment card. The card is already addressed to my office and stamped; you only need to drop it in the mail.

WDFW is responsible for protecting fish and wildlife across the state. Our regulatory authority includes the protection of fish and fish habitat, and we do this through the HPA whenever someone wants to do work in or near the water. Our goal is to help landowners and contractors do this work and at the same time, protect fish and fish habitat.

It is important to me that WDFW employees be clear, consistent, and timely when responding to the needs of Washington citizens. The HPA comment card is one way for me to measure how we are doing in this regard. For that reason, your comments will be very useful and greatly appreciated.

Thank you for taking time to complete our survey.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Anderson", is written over a horizontal line.

Philip Anderson
Director

Enclosure



Issue Date: January 25, 2013
Project Expiration Date: February 28, 2013

Control Number: 129449-1
FPA/Public Notice #: N/A

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
City of Ilwaco ATTENTION: Dave McKee 701 Dexter Ave N. Suite 200 Seattle, WA 98109 206-284-0860 Fax: 206-283-3206	

Project Name: Culvert Replacement Emergency

Project Description: This project involves the emergency replacement of two failed culverts within the City of Ilwaco west of Second Ave. During recent storm events, the existing two, 36-inch culverts failed leaving no road access, and completely exposing the City's water and sewer lines. To stabilize the road, utilities, and maintain access, the existing culverts shall be replaced with two, 42-inch culverts.

This Hydraulic Project Approval (HPA) is issued with the understanding that the proposed work is to address emergency conditions. The Permittee shall set up an on-site meeting with the Area Habitat Biologist listed below, as soon as, but not less than 60 days after work is completed, to determine if additional measures will be necessary to restore fish habitat that may have been damaged as a result of this emergency action.

Habitat, site conditions, and fish use have not been fully evaluated under this emergency HPA, and this HPA authorizes the City of Ilwaco to repair the existing culverts to provide immediate protection of utilities and access to properties. If it is determined that this is a fish bearing stream, the new culvert shall be evaluated to determine if it meets fish passage requirements, and if it does not, the new culvert shall be replaced in order to meet current fish passage requirements. If necessary, a new HPA shall be applied for to install a fish passable crossing.

PROVISIONS

1. The project may begin Immediately and shall be completed by February 28, 2013.
2. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. A copy of these plans and this HPA shall be available on site during construction.

WATER QUALITY AND FISH RESOURCES:

3. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediately stop work except



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013
Project Expiration Date: February 28, 2013

Control Number: 129449-1
FPA/Public Notice #: N/A

for efforts to control leaks or spills or prevent toxic substances from entering the water and notify the Washington Military Department's Emergency Management Division at 1-800-258-5990, and the Area Habitat Biologist listed below. Work shall not restart on the project until approved by the Area Habitat Biologist.

4. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to enter the stream. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.

5. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.

6. Prior to starting work, temporary filter fabric, straw bale, or pea gravel-filled burlap bag check dam(s) shall be installed downstream. Accumulated sediments shall be removed during the project and prior to removing the check dam(s) after completion of work.

7. Wastewater from project activities and water removed from within the work area shall be routed to an area landward of the ordinary high water line to allow removal of fine sediment and other contaminants prior to being discharged to the stream.

8. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.

9. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.

10. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

11. Fresh concrete or concrete by-products shall not be allowed to enter the stream at any time during this project. All forms used for concrete shall be completely sealed to prevent the possibility of fresh concrete from getting into the stream.

12. Wooden components which will be in contact with the water shall not contain creosote or pentachlorophenol. This shall include pilings, beams, structural supports, and decking. These components shall remain free of these toxic substances for the duration of their functional lives.

BYPASS:



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013

Control Number: 129449-1

Project Expiration Date: February 28, 2013

FPA/Public Notice #: N/A

13. A temporary bypass to divert flow around the work area shall be in place prior to initiation of other work in the wetted perimeter. [ADD TEXT HERE] shall be the approved bypass method.

14. A sandbag revetment or similar device shall be installed at the bypass inlet to divert the entire flow through the bypass.

15. A sandbag revetment or similar device shall be installed at the downstream end of the bypass to prevent backwater from entering the work area.

16. The bypass shall be of sufficient size to pass all flows and debris for the duration of the project.

17. Prior to releasing the water flow to the project area, all bank protection or armoring shall be completed.

18. Upon completion of the project, all material used in the temporary bypass shall be removed from the site and the site returned to preproject or improved conditions.

19. The permittee shall capture and safely move food fish, game fish, and other fish life from the job site. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be immediately and safely transferred to free-flowing water downstream of the project site. The permittee may request the Washington Department of Fish and Wildlife assist in capturing and safely moving fish life from the job site to free-flowing water, and assistance may be granted if personnel are available.

20. Any device used for diverting water from a fish-bearing stream shall be equipped with a fish guard to prevent passage of fish into the diversion device pursuant to RCW 77.57.010 and 77.57.070. The pump intake shall be screened by one of the following:

- a. Perforated plate: 0.094 inch (maximum opening diameter).
- b. Profile bar: 0.069 inch (maximum width opening).
- c. Woven wire: 0.087 inch (maximum opening in the narrow direction).

The minimum open area for all types of fish guards is 27%. The screened intake shall consist of a facility with enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Screen maintenance shall be adequate to prevent injury or entrapment of juvenile fish and the screen shall remain in place whenever water is withdrawn from the stream through the pump intake.

EQUIPMENT:

21. Equipment used for this project may operate below the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) shall not enter or operate below the ordinary high water line.

22. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013
Project Expiration Date: February 28, 2013

Control Number: 129449-1
FPA/Public Notice #: N/A

mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.

23. Equipment crossings of the stream are not authorized by this HPA.

EMERGENCY CULVERT REPLACEMENT:

24. If this is a fish bearing stream, the culvert shall be installed and maintained to ensure unimpeded fish passage.

25. The culvert shall be installed to maintain structural integrity to the 100-year peak flow with consideration of the debris likely to be encountered.

26. Fill associated with the culvert installation shall be protected from erosion to the 100-year peak flow.

27. The culvert shall be installed and maintained to avoid inlet scouring and to prevent erosion of stream banks downstream of the project.

28. The culvert facility shall be maintained by the owner(s) per RCW 77.57.030 to ensure continued, unimpeded fish passage. If the structure becomes a hindrance to fish passage, the owner(s) shall be responsible for obtaining an Hydraulic Project Approval and providing prompt repair. Financial responsibility for maintenance and repairs shall be that of the owner(s).

29. The culvert shall be installed in the dry or in isolation from the stream flow by the installation of a bypass flume or culvert, or by pumping the stream flow around the work area.

30. Approach material shall be structurally stable and be composed of material that, if eroded into the stream, shall not be detrimental to fish life.

31. Disturbance of the streambed and banks shall be limited to that necessary to place the culvert and any required channel modification associated with it. Affected streambed and bank areas outside the culvert and associated fill shall be restored to preproject configuration following installation of the culvert. Within one year of project completion, the banks shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure 80 percent survival.



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013
Project Expiration Date: February 28, 2013

Control Number: 129449-1
FPA/Public Notice #: N/A

PROJECT LOCATIONS

Location #1 Second Ave.

WORK START: January 25, 2013				WORK END: February 28, 2013		
WRIA: 24.0001		Waterbody: Unnamed			Tributary to: Columbia River	
1/4 SEC: SE 1/4	Section: 33	Township: 10 N	Range: 11 W	Latitude: N 46.30744	Longitude: W 124.04494	County: Pacific
Location #1 Driving Directions						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW (formerly RCW 77.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA. A minor modification to the required work timing means up to a one-week deviation from the timing window in the HPA when there are no spawning or incubating fish present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. Minor modifications do not require you to pay additional application fees or be issued a new HPA. To request a minor modification to your HPA, submit a written request that clearly indicates you are requesting a minor modification to an existing HPA. Include the HPA number and a description of the



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013

Control Number: 129449-1

Project Expiration Date: February 28, 2013

FPA/Public Notice #: N/A

requested change and send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must include payment of \$150 with your written request or request billing to an account previously established with the department. If you did not pay an application fee for the original HPA, no fee is required for a change to it. To request a major modification to your HPA, submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Include the HPA number, check number or billing account number, and a description of the requested change. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. If you are charging the fee to a billing account number or you are not subject to the fee, you may email your request to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-110-340 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-110-350 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013
Project Expiration Date: February 28, 2013

Control Number: 129449-1
FPA/Public Notice #: N/A

response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

ENFORCEMENT: Sergeant Jackson (29) P1

Habitat Biologist
Amy Spoon

360-249-1228

for Director
WDFW

CC:



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

Mailing Address: PO Box 43234 • Olympia, WA 98504-3234 • (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building • 1111 Washington Street SE • Olympia, WA

SUBJECT: EMERGENCY HYDRAULIC PROJECT APPROVAL (HPA)

Enclosed with this letter is the written emergency HPA you recently requested from Washington Department of Fish and Wildlife (WDFW). Under RCW 77.55.021 you are required to pay the application fee after WDFW issues a written emergency HPA. We will soon send you an invoice requesting payment or proof of exemption from the \$150 application fee. Please respond promptly after you receive that invoice.

If you have a billing account with WDFW, please note that we bill emergency HPAs separately from those applied for under that account. WDFW will not apply emergency HPA charges to your billing account, so please pay the invoice for emergency HPAs upon receipt.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick F. Chapman", is written over a horizontal line.

Patrick F. Chapman
Regulatory Services Coordinator

APPENDIX B

DETAILED COST ESTIMATE

City of Ilwaco
Preliminary Project Cost Estimate
Emergency Repair - Water and Culvert Main Street
2/8/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 7,000	\$ 7,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 1,200	\$ 1,200
3 Environmental Controls	1	LS	\$ 2,500	\$ 2,500
4 Trench Excavation Safety Systems	1	LS	\$ 1,200	\$ 1,200
5 Dewatering	1	LS	\$ 1,500	\$ 1,500
6 Temporary Bypass Pumping	1	LS	\$ 4,000	\$ 4,000
7 Traffic Control	1	LS	\$ 1,500	\$ 1,500
8 Locate Existing Utilities	1	LS	\$ 1,200	\$ 1,200
9 Removal of Structures and Obstructions	1	LS	\$ 2,700	\$ 2,700
10 8" DI Sanitary Sewer (Including bedding)	0	LF	\$ 95	\$ -
11 in ROW		LF		
12 in easmnt	0	LF		
13 8" DI Water Main (Including fittings, bedding)	200	LF	\$ 95	\$ 19,000
14 in ROW	0	LF		
15 in easmnt	200	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Manhole/Sewer System	0	EA	\$ 2,875	\$ -
20 Additional Pipe Fittings	30	LB	\$ 4	\$ 121
21 8-inch Gate Valves	1	EA	\$ 2,100	\$ 2,100
22 Fire Hydrants	0	EA	\$ 4,600	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,300	\$ 4,600
24 3/4" Service Connections, complete	0	EA	\$ 575	\$ -
25 Special Excavation of Unsuitable Material	30	CY	\$ 40	\$ 1,208
26 Foundation Gravel	20	TN	\$ 23	\$ 460
27 Gravel Backfill	0	TN	\$ 23	\$ -
28 Crushed Surfacing Top Course	140	TN	\$ 20	\$ 2,800
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 200	\$ 2,000
30 Sawcutting	10	LF	\$ 3	\$ 35
31 Concrete Sidewalk	12	SY	\$ 45	\$ 540
32 Concrete Curb	20	TN	\$ 50	\$ 1,000
33 Culvert Replacement	40	LF	\$ 490	\$ 19,600

Subtotal	\$ 76,300
Contingency (5%)	\$ 3,815
Subtotal	\$ 80,200
Sales Tax (7.8%)	\$ 6,256
Total	\$ 86,500

Engineering (15%) \$13,000.00

Project Cost \$99,500.00

APPLICATION FOR
FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier	
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name:		Organizational Unit:		
City of Ilwaco		Department: Water Utility		
Organizational DUNS: 003206976		Division:		
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)		
Street: 120 First Avenue, PO Box 548		Prefix: First Name: Elaine		
City: Ilwaco		Middle Name		
County:		Last Name McMillan		
State: WA		Suffix:		
Zip Code 98624		Email: treasurer@ilwaco-wa.gov		
Country: USA		Phone Number (give area code) 360-642-3145		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-6001443		Fax Number (give area code) 360-642-3155		
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 10-760		9. NAME OF FEDERAL AGENCY: USDA Rural Development		
TITLE (Name of Program): Essential Community Facilities loans and grants		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Emergency replacement of water lines, sewer lines, and culvert jeopardized by a recent stormwater event at Second and Main Street in Ilwaco, Washington		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Ilwaco, Pacific, Washington		14. CONGRESSIONAL DISTRICTS OF: a. Applicant Third b. Project Third		
13. PROPOSED PROJECT Start Date: Immediate Ending Date: September 2013		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
15. ESTIMATED FUNDING:		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
a. Federal	\$ 99,456.00			
b. Applicant	\$ 13,589.00			
c. State	\$.00			
d. Local	\$.00			
e. Other	\$.00			
f. Program Income	\$.00			
g. TOTAL	\$ 113,045.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix		First Name Mike		Middle Name
Last Name Cassinelli		Suffix		
b. Title Mayor		c. Telephone Number (give area code) 3606423145		
d. Signature of Authorized Representative		e. Date Signed		

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <div style="display: flex; justify-content: space-between;"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration </div> 	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$ 0.00	\$.00	\$ 0.00
4. Architectural and engineering fees	\$ 14,745.00	\$ 1,704.00	\$ 13,041.00
5. Other architectural and engineering fees	\$ 0.00	\$.00	\$ 0.00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$ 0.00	\$.00	\$ 0.00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$ 93,965.00	\$ 11,360.00	\$ 82,605.00
10. Equipment	\$.00	\$.00	\$.00
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 108,710.00	\$ 13,064.00	\$ 95,646.00
13. Contingencies	\$ 4335.00	\$ 525.00	\$ 3,810.00
14. SUBTOTAL	\$ 113,045.00	\$ 13589.00	\$ 99,456.00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 113,045.00	\$ 13,589.00	\$ 99,456.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%		\$ 99,456

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or -] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

City of Ilwaco
Preliminary Project Cost Estimate
Emergency Repair - Water, Sewer and Culvert Main Street
2/8/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 8,000	\$ 8,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 1,200	\$ 1,200
3 Environmental Controls	1	LS	\$ 2,000	\$ 2,000
4 Trench Excavation Safety Systems	1	LS	\$ 1,200	\$ 1,200
5 Dewatering	1	LS	\$ 1,200	\$ 1,200
6 Temporary Bypass Pumping	1	LS	\$ 4,000	\$ 4,000
7 Traffic Control	1	LS	\$ 1,500	\$ 1,500
8 Locate Existing Utilities	1	LS	\$ 1,200	\$ 1,200
9 Removal of Structures and Obstructions	1	LS	\$ 2,400	\$ 2,400
10 8" DI Sanitary Sewer (Including bedding)	50	LF	\$ 95	\$ 4,750
11 in ROW		LF		
12 in easmnt	50	LF		
13 8" DI Water Main (Including fittings, bedding)	200	LF	\$ 95	\$ 19,000
14 in ROW	0	LF		
15 in easmnt	200	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Manhole/Sewer System	2	EA	\$ 2,875	\$ 5,750
20 Additional Pipe Fittings	30	LB	\$ 4	\$ 121
21 8-inch Gate Valves	1	EA	\$ 2,100	\$ 2,100
22 Fire Hydrants	0	EA	\$ 4,600	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,300	\$ 4,600
24 3/4" Service Connections, complete	0	EA	\$ 575	\$ -
25 Special Excavation of Unsuitable Material	30	CY	\$ 40	\$ 1,208
26 Foundation Gravel	20	TN	\$ 23	\$ 460
27 Gravel Backfill	0	TN	\$ 23	\$ -
28 Crushed Surfacing Top Course	140	TN	\$ 20	\$ 2,800
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 200	\$ 2,000
30 Sawcutting	10	LF	\$ 3	\$ 35
31 Concrete Sidewalk	12	SY	\$ 45	\$ 540
32 Concrete Curb	20	TN	\$ 50	\$ 1,000
33 Culvert Replacement	40	LF	\$ 490	\$ 19,600

Subtotal	\$ 86,700
Contingency (5%)	\$ 4,335
Subtotal	\$ 91,100
Sales Tax (7.8%)	\$ 7,106
Total	\$ 98,300

Engineering (15%)	\$14,745.00
Project Cost	\$113,045.00

CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR ROBERT GRAY DRIVE

G&O #20134.30
FEBRUARY 2013



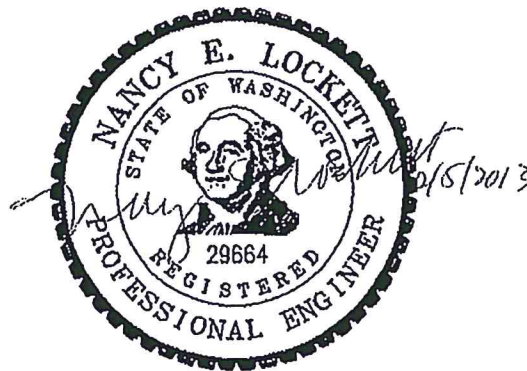
CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR ROBERT GRAY DRIVE



G&O #20134.30
FEBRUARY 2013



Gray & Osborne, Inc.
CONSULTING ENGINEERS

GENERAL

The City of Ilwaco needs to replace the waterline in Robert Gray Drive that was damaged by a landslide that occurred in December 2012. This report will provide information regarding the need for the project, the existing system, the proposed improvements, and a brief description of the environmental resources in the vicinity.

NEED FOR THE PROJECT

A landslide occurred above Robert Gray Drive near Klahanee Place in late December 2012. The location of the slide is shown on Figure 1. The slide, which occurred on private property and unopened City right-of-way, deposited material onto Robert Gray Drive and caused heaving of the roadbed. The City-owned 6-inch asbestos-concrete water located in the Robert Gray Drive road prism were damaged. The preliminary geotechnical evaluation of the slide area indicates that the slide was a flow-type failure caused by saturation of fill and colluvium. The source of the water was not definitively known but may have included infiltration of surface water, groundwater, and broken/leaky/plugged property owner-installed stormwater pipes in the slide area. The geotechnical report indicated that without proper mitigation measures, the existing slide would likely continue to progress upward and the slide could become a safety hazard for vehicles and pedestrians on Robert Gray Drive.

The slide occurred on private property and unimproved right-of-way and as such, is the property owners' responsibility to repair. However, the City needs to replace the utilities to ensure that service is not disrupted and that no further environmental damage occurs due to leaking/broken water and sewer utilities.

EXISTING SYSTEM

The existing waterline in Robert Gray Drive is a 6-inch asbestos-concrete (AC) main installed in the mid-1970s. The main provides water to a bed and breakfast inn on Robert Gray Drive and residents on Robert Gray Drive and Klahanee Drive.

PROPOSED IMPROVEMENTS

Given the potential for additional land movement in the area, the City will replace the water main with ductile iron pipe with restrained joints which will be able to withstand ground movement without breaking. The minimum water distribution pipe size per the City of Ilwaco Water System Standards is 8 inches. The replaced pipe will be 8-inch diameter.

ENVIRONMENTAL RESOURCES

The following summary of the environmental resources found in the vicinity of the project area is taken from the NEPA Environmental Report, City of Ilwaco, Pacific County, Washington, Sahalee Subdivision Water, Sewer, and Pump Station Replacement Project (March 2010) which was prepared in support of the City's application for USDA Rural Development funding for water and sewer replacements in the vicinity.

Robert Gray Drive is located on the west-facing slope of the Sahalee hillside (outside the 100-year floodplain) west of downtown Ilwaco, Washington in Section 33 of Township 10 north, Range 11 west, approximately 0.5 mile west of Baker Bay and the Columbia River and 1.5 miles east of the Pacific Ocean. The topography of the Sahalee hillside ranges from elevation 275 feet above mean sea level to sea level. All work will occur within City of Ilwaco right-of-way in Robert Gray Drive, approximate elevation 60 feet.

Robert Gray Drive is located within the Cape Disappointment Historic District. According to Rob Freed of Archaeological Consulting Services, there are no records of cultural or historic resources in the project area.

All areas proposed for soil disturbance are in existing road right-of-way, and are therefore not regarded as farmland of statewide importance. Soils throughout the south-facing slope of the Sahalee hillside are classified as Palix silt loam, cool, with 8 to 30 percent slopes. Palix soils are not prone to erosion but are prone to slippage.

According to the U.S. Fish and Wildlife Service Web site, animal species protected under the authority of the Endangered Species Act in Pacific County include bull trout, marbled murrelet, northern spotted owl, the Oregon silverspot butterfly, the western snowy plover, and the short-tailed albatross. According to the Washington State Department of Fish and Wildlife Priority Habitat and Species Map for the area, of these species, only the marbled murrelet and bull trout are likely to occur near the project site. The marbled murrelet nests in old-growth forest approximately 1,000 yards southwest of the project area and the bull trout is potentially present in the Columbia River approximately 1,000 yards to the south and east.

Columbia River chum salmon, Lower Columbia River steelhead, Chinook and Coho salmon, eulachon and green sturgeon are ESA-protected species occurring in the Lower Columbia River offshore of the project area. Upper Columbia River spring Chinook salmon, Upper Willamette Chinook salmon, Upper Columbia River steelhead, Snake River steelhead Mid-Columbia River steelhead, and Upper Willamette steelhead all pass through the Lower Columbia River and Baker Bay en route to the Pacific Ocean as juveniles and to upstream spawning areas upon return from the ocean. The Columbia River provides Essential Fish Habitat for commercially important populations of Chinook, Coho, and a small population of pink salmon. In addition to the Threatened and Endangered fish species discussed above, shad, bass, perch, sturgeon (both white and

green), Pacific lamprey, herring, and a variety of marine fish may swim up the Columbia River in the saltwater lens. Dungeness crabs are known to be present in the Columbia River near the mouth.

The Ilwaco area was originally forested. Wetlands and marsh areas occurred along the Columbia River east of Robert Gray Drive. Most of the hillsides in the Ilwaco area have been logged at least once. Common tree species in order of prominence include Douglas fir (*Pseudotsuga menziesii*), red alder (*Alnus rubra*), big-leaf maple (*Acer macrophyllum*), and black cottonwood (*Populus trichocarpa*). Other species found in the area include grand fir (*Thuja plicata*) and Oregon ash (*Fraxinus latifolia*). Various species of undergrowth include salal, several varieties of berries, innumerable species of brush, sward ferns, honeysuckle, vine maple, and others. Grasses consist of bentgrass, brome, cheat, and other local grasses.

ALTERNATIVES CONSIDERED

The alternatives considered for replacing the damaged water distribution system included:

1. No Action, and
2. Replace 6-inch AC water main with 8-inch ductile iron water main (approximately 610 linear feet).

ALTERNATIVE 1: NO ACTION

Taking no action to replace the damaged water main in Robert Gray Drive would result in continued and potentially increasing leakage of treated water which affects the residents and could potentially undermine the road and hillside. Loss of treated water represents a source of lost revenue due to pumping and treatment costs that are not recouped and the additional expense for the City crew to repeatedly repair water leaks, as well as removal of water from the City water impoundment that is not being put to consumptive use.

The environmental consequences of taking no action to replace the water main in Robert Gray Drive are continued leakage of treated water and increased potential for landslides due to water leaks.

There is no construction cost associated with Alternative 1. Potential non-construction costs include the expense of locating and repairing system leaks and liability for landslides caused by leaking water pipes.

Alternative 1, No Action, does not meet the City of Ilwaco's goals of operating the City utilities efficiently and in a manner that protects the environment and health of the citizens and staff.

ALTERNATIVE 2: REPLACE AC WATER MAIN WITH DUCTILE IRON WATER MAIN

Replacement of the damaged water main with ductile iron would eliminate the potential of continued breakage of the existing main. This alternative would address the lost revenue due to the cost of losing treated water and the potential liability of exacerbating landslide conditions due to soil saturation.

This alternative would replace approximately 610 linear feet of AC water main in the slide area with ductile iron water main. This alternative would impact the existing roadways and residents during construction of the new infrastructure. There are no adverse environmental consequences of replacing the water main along Robert Gray Drive. No additional land acquisition will be required for this project.

The project cost estimate for the replacement of the water main is approximately \$149,500. A detailed cost estimate is included in Appendix A.

PROPOSED PROJECT

The proposed project for replacement of the damaged water main in Robert Gray Drive includes the following item of work. The proposed water improvements are shown on Figure 2:

Replace approximately 610 linear feet of 6-inch AC water main on Robert Gray Drive with 8-inch ductile iron water main.

All piping will be designed in accordance with City and Washington State Department of Health standards.

APPENDIX A
DETAILED COST ESTIMATE

City of Ilwaco
Preliminary Project Cost Estimate
Emergency Water Repair - Robert Gray Drive
2/8/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 9,000	\$ 9,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 2,000	\$ 2,000
3 Environmental Controls	1	LS	\$ 1,250	\$ 1,250
4 Trench Excavation Safety Systems	1	LS	\$ 1,000	\$ 1,000
5 Dewatering	1	LS	\$ 2,000	\$ 2,000
6 Temporary Bypass Pumping	0	LS	\$ -	\$ -
7 Traffic Control	1	LS	\$ 4,800	\$ 4,800
8 Locate Existing Utilities	1	LS	\$ 1,200	\$ 1,200
9 Removal of Structures and Obstructions	1	LS	\$ 2,000	\$ 2,000
10 6" DI Force Main (Including bedding)	0	LF	\$ 70	\$ -
11 in ROW	0	LF		
12 in easmnt	0	LF		
13 8" DI Water Main (Including fittings, bedding)	610	LF	\$ 95	\$ 57,950
14 in ROW	610	LF		
15 in easmnt	0	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Sanitary Sewer	0	EA	\$ 2,500	\$ -
20 Additional Pipe Fittings	280	LB	\$ 5	\$ 1,470
21 8-inch Gate Valves	2	EA	\$ 2,100	\$ 4,200
22 Fire Hydrants	0	EA	\$ 6,000	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,200	\$ 4,400
24 3/4" Service Connections, complete	3	EA	\$ 750	\$ 2,250
25 Special Excavation of Unsuitable Material	70	CY	\$ 50	\$ 3,500
26 Foundation Gravel	50	TN	\$ 23	\$ 1,150
27 Gravel Backfill	400	TN	\$ 23	\$ 9,200
28 Crushed Surfacing Top Course	70	TN	\$ 23	\$ 1,610
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 200	\$ 2,000
30 Sawcutting	1,230	LF	\$ 3	\$ 3,690
31 Planing Bituminous Pavement	0	SY	\$ 4	\$ -
32 Hot Mix Asphalt	0	TN	\$ 100	\$ -
33 Hydroseeding	0	SY	\$ 3	\$ -

Subtotal	\$ 114,700
Contingency (5%)	\$ 5,735

Subtotal	\$ 120,500
Sales Tax (7.8%)	\$ 9,399

Total	\$ 130,000
-------	------------

Total Construction Cost (Rounded)	\$ 130,000
--	-------------------

Engineering (15%)	\$19,500.00
-------------------	-------------

Project Cost	\$149,500.00
---------------------	---------------------

January 15, 2013
File No. 12-217

Ms. Nancy Lockett, P.E.
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109

**Subject: Preliminary Landslide Evaluation
Robert Gray Drive near Klahanee Place
Ilwaco, Washington**

Dear Ms. Lockett,

As requested, PanGEO completed a preliminary geotechnical evaluation of a recent landslide that occurred in December 2012 after a period of heavy rainfalls at the above-referenced location. To aid in our evaluation, we visited the site on December 28, 2012 with you and City of Ilwaco staff to assess the site and slide conditions. We also reviewed readily-available geologic maps of the area, and a brief geotechnical letter report prepared by Martig Engineering (2006) for an adjacent property just downslope of the current slide. It should be noted that our evaluation was preliminary in nature and our conclusions were based solely on visual observations and document review; no subsurface explorations were conducted as part of our current assessment.

SITE OBSERVATIONS

The subject landslide is located just north of Robert Gray Drive (SR 100), approximately 400 feet east of its intersection with Klahanee Drive, as shown in Figure 1. The topography of the slide and surrounding areas generally descends from north/northeast toward south/southwest. The direction of the slide is approximately from northeast to southwest. The headscarp of the slide was observed approximately 100 feet northeast of Robert Gray Drive (see Figure 1 and Plate 1). The headscarp of the slide is estimated to range from about 10 to 18 feet high (Plate 2, below). The slide debris runout area extended to Robert Gray Drive (see Plate 1, below), about

100 feet downslope of the headscarp. We understand that some slide debris was initially deposited on Robert Gray Drive immediately following slide occurrence, and was removed by Washington State Department of Transportation. Tension cracks and an approximately 1- to 2-foot near-vertical set-down were observed to the north of the headscarp (see Figure 1, and Plates 3 and 4). The approximate location of the slide and setdown area is indicated in Figure 1.

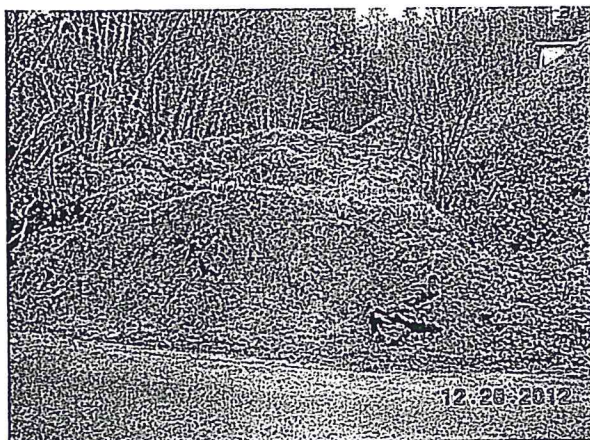


Plate 1. Looking approximately north at the slide from Robert Gray Drive (December 28, 2012)

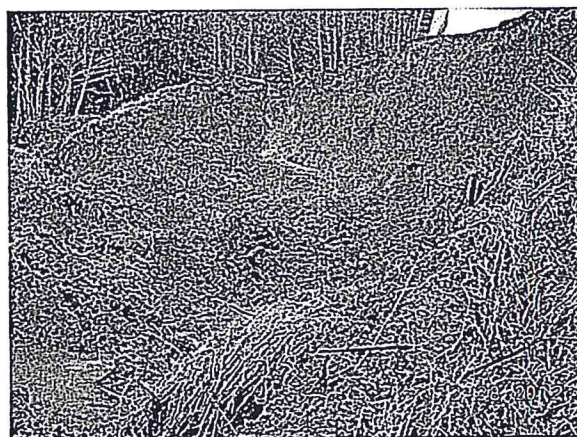


Plate 2. Looking approximately northwest at the slide headscarp (December 28, 2012)

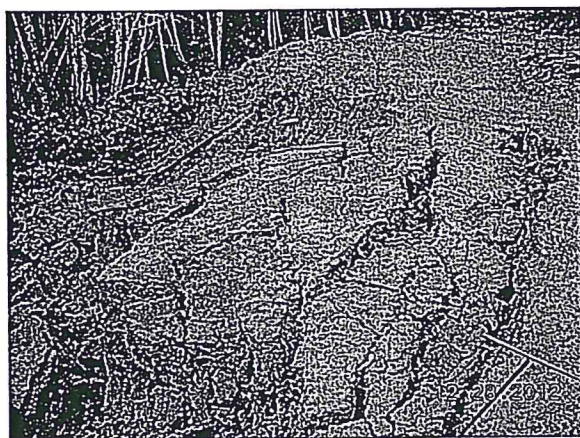


Plate 3. Setdown and cracked areas northeast of headscarp (December 28, 2012)

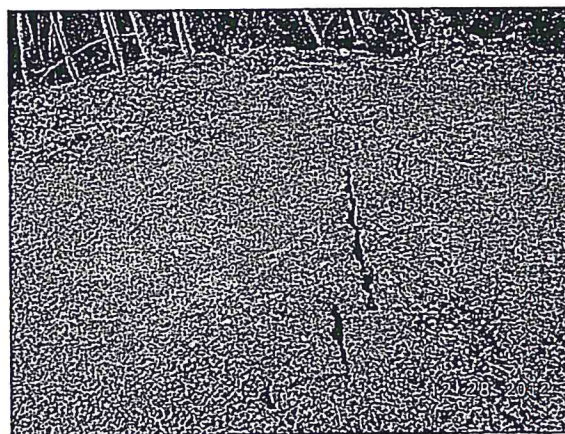


Plate 4. Tension crack near the north end of setdown area (December 28, 2012)

SITE GEOLOGY AND SUBSURFACE CONDITIONS

Based on review of the *Geologic Map of the Cape Disappointment-Naselle River Areas* (Wells, 1989), the site is underlain by Crescent Formation. Crescent Formation is described by Wells as

Eocene-aged, pillowed, columnar-joined and massive basalt. Based on visual observations, the slide debris appears to be saturated, silty sand to sandy silt. The exposed soil in the headscarp is observed to be moist silty sand. In our opinion, the slide debris and soils exposed on headscarp appeared to be undocumented fill that was placed on colluvium.

CONCLUSIONS AND PRELIMINARY RECOMMENDATIONS

CAUSE OF SLIDE

Based on our field observations, it is our opinion that the slide was a flow-type failure caused by saturation of fill and colluvium. The source of the water is not readily known at this time, but may include infiltration of surface water, groundwater, and broken/leaky/plugged stormwater lines that were previously installed in the slide area. Without proper mitigation measures, we believe the existing slide will likely continue to progress upward. It is also our opinion that the subject slide could become a safety hazard for vehicles and pedestrians on Robert Gray Drive.

EMERGENCY MITIGATION MEASURES

In our opinion, as a minimum, the emergency slide mitigation measures should consist of the following:

- Cover the slide area with plastic sheeting to reduce infiltration of surface water into the unstable slide debris;
- Placing sand bags upslope of the slide/cracked areas to divert surface water away from the slide/setdown areas. The surface water at the ends of sand bags should be collected and discharged into appropriate drainage facilities;
- Clean existing culverts across Robert Gray Drive in the slide area;
- Remove the unstable slide debris along Robert Gray Drive and install ecology blocks (maximum 2 rows high) to prevent slide debris move onto Robert Gray Drive to reduce safety hazards; and.
- Place warning signs on Robert Gray Drive such that motorists and pedestrians are aware of the safety hazards in the area.

LONG-TERM MITIGATION MEASURES

Long-term slide mitigation measures may likely consist of one or a combination of the following options:

- Completely removing the slide debris and re-grading the slope;
- Install interceptor trenches upslope side of the slide/setdown areas to divert surface and subsurface water away from slide area; and
- Construct a permanent retaining wall or barrier along Robert Gray Drive.

In order to devise a proper plan for long term stabilization of the slide, we recommend that a geotechnical engineering study be completed. The geotechnical engineering study should include test borings to characterize the subsurface conditions in the slide area. PanGEO can provide a proposal if requested.

CLOSURES

We have prepared this report for use by Gray & Osborne and the City of Ilwaco. Recommendations contained in this report are based on a site reconnaissance, review of available geologic and geotechnical data, and our understanding of the project. The study was performed using a mutually agreed-upon scope of work.

This report may be used only by the client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both off and on-site), or other factors including advances in our understanding of applied science, may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 24 months from its issuance. PanGEO should be notified if the project is delayed by more than 24 months from the date of this report so that we may review the applicability of our conclusions considering the time lapse.

Within the limitation of scope, schedule and budget, PanGEO engages in the practice of geotechnical engineering and endeavors to perform its services in accordance with generally accepted professional principles and practices at the time the Report or its contents were prepared. No warranty, express or implied, is made.

Preliminary Landslide Evaluation
Robert Gray Drive near Klahanee Place, Ilwaco, WA
January 15, 2013

We appreciate the opportunity to be of service. Should you have any questions, please do not hesitate to call.

Sincerely,



Michael H. Xue, P.E.
Senior Geotechnical Engineer

A handwritten signature in black ink, appearing to read "Siew L. Tan".

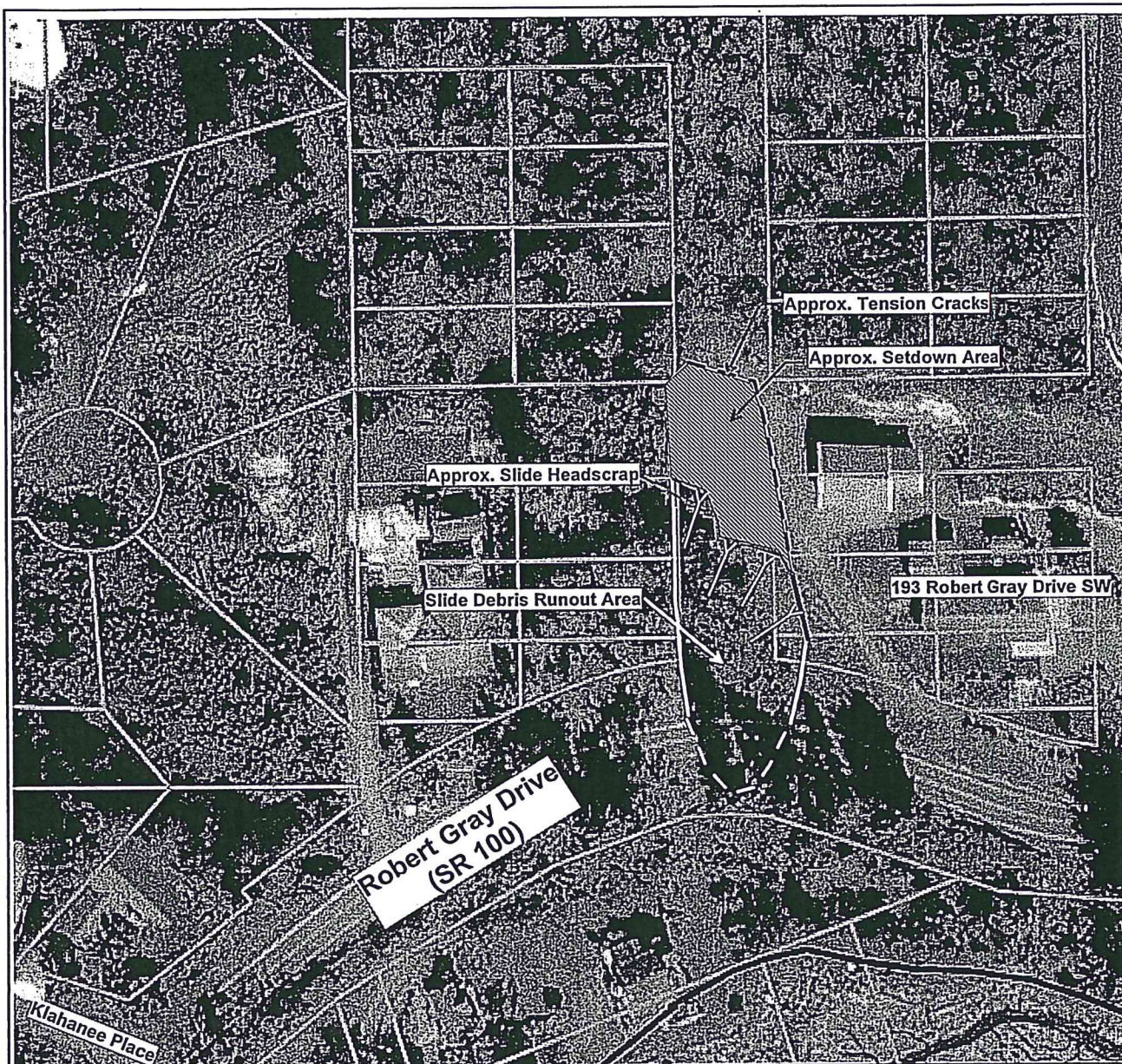
Siew L. Tan, P.E.
Principal Geotechnical Engineer

Attachment:

Figure 1: Site Plan

References:

1. Martig Engineering, 2006, Geo-Tech Report Addressing Robert Gray Drive (RGR) Drainage.
2. Wells, R.E., 1989, *Geologic map of the Cape Disappointment-Naselle River Area*, Pacific and Wahkiakum Counties, Washington: U.S. Geological Survey, Miscellaneous Investigations Series Map I-1832, scale 1:62500.



Legend:

----- Tension Cracks with 1- to 2-foot of setdown
(see Plates 3 and 4 of main text)



Approx. Scale:
1" = 100'

Reference: Pacific County Parcel Map

file.grf w/ file.dat 1/9/13 (11:05) HMX

PanGEO
INCORPORATED

Preliminary Slide Evaluation
Robert Gray Drive
near Klahanee Place
Ilwaco, WA

SITE PLAN

Project No. 12-217

Figure No. 1

WASHINGTON STATE LOCAL CONTACTS:

Island, King, Snohomish Counties: Wes Cochran 2021 E. College Way, Suite 216 Mount Vernon, WA 98273 360-428-4322, Ext. 161 wes.cochran@wa.usda.gov	Clallam, Jefferson, Kitsap, San Juan, Skagit, Whatcom Counties: Darla O'Connor 2021 E. College Way, Suite 216 Mount Vernon, WA 98273 360-428-4322, Ext. 160 darla.oconnor@wa.usda.gov
Clark, Cowlitz, Pierce, Thurston Wahkiakum Counties: Bruce Whittle 1835 Black Lake Blvd SW Suite C Olympia, WA 98512-5716 Phone: (360) 704-7768 bruce.whittle@wa.usda.gov	Grays Harbor, Lewis, Mason, Pacific Counties: Debbie Harper 1835 Black Lake Blvd SW Suite C Olympia, WA 98512-5716 (360) 704-7764, debbie.harper@wa.usda.gov
Chelan, Douglas, Grant, Okanogan Counties: Rose Running 301 Yakima St. Suite 317 Wenatchee, WA 98801 (509) 664-0226 rose.running@wa.usda.gov	Ferry, Lincoln, Pend Oreille, Spokane & Stevens Counties: Rick Rose 301 Yakima St. Suite 317 Wenatchee, WA 98801 (509) 664-0224 richard.rose@wa.usda.gov
Adams, Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Skamania, Walla Walla, Whitman, Yakima Counties: Marti Canatsey 1606 Perry St., Suite D Yakima, WA 98902 (509) 454-5734, Ext. 138 marlene.canatsy@wa.usda.gov	

CITY OF ILWACO

CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 2/11/13 Council Business Item: 2/15/13
- B. Issue/Topic: **Ordinance regarding procedures for adjusting sewer bills for water leakage**
- C. Sponsor(s):
1. Fred Marshall 2. Jon Chambreau
- D. Background (overview of why issue is before council):
1. When the water leak adjustment procedures were enacted, the city did not bill for sewer based on consumption.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Several residential customers had extensive water leaks during the months of April, May, October or November of last year. Consequently, their sewer averages are much higher than they would normally be as a result of the water leak. Some did not report the water leak, because they were afraid they might have an even bigger leak in the future, and they are only allowed one adjustment in a three-year period. They are now requesting an adjustment to the sewer bills so the leak is not included in their sewer averaging.
- F. Impacts:
1. Fiscal: Some customers would have lower sewer bills as a result of this action
2. Legal: Reviewed and approved by Heather Reynolds
3. Personnel: n/a
4. Service/Delivery: n/a
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
1. Language regarding leaks resulting from internal plumbing failures that do not contribute to the sewer system was added per council's request.
- I. Time Constraints/Due Dates: If passed, would like to adjust bills before they are due on 1/20/13.
- J. Proposed Motion: **I move to adopt the proposed ordinance amending Chapter 13.04, Water and Sewer Rates and Charges, to modify the procedure to adjust for leaks in sewer averaging and extend the time for application for unreported leaks.**

**CITY OF ILWACO
ORDINANCE NO. 814**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING
CHAPTER 13.04, WATER AND SEWER RATES AND CHARGES, REGARDING
PROCEDURES FOR ADJUSTING SEWER BILLS FOR LEAKAGE**

WHEREAS, previously the City Council adopted procedures for adjusting water bills for leaks;
and

WHEREAS, subsequently the City Council adopted a new sewer rate structure for residential
accounts that assesses a monthly rate plus a commodity charge based on the average of four
months of water consumption; and

WHEREAS, the City Council wishes to provide a means to adjust sewer averaging if a leak
occurred within those four months; and

WHEREAS, the City Council wishes to extend the time for application for unreported leaks for
the purpose of adjusting sewer averaging only.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Chapter 13.04, Water and Sewer Rates and Charges, is amended to read as follows:

13.04.085 Leakage—Procedure for adjusting water and sewer bills.

A. Leak Adjustments.

1. In the event a leak or failure of a private water system or private service between the
meter and the structure located on private property results in excess consumption, the city may,
through a determination of the city administration, provide for a billing adjustment to credit that
portion of the overcharge in excess of three hundred percent (300%) of the average charge,
calculated as a result of the leak.

2. Leaks due to failure of internal plumbing are not generally specifically not covered
by the provisions of this section. This includes leaking faucets, leaking toilets, leaking
appliances, etc. However, leaks due to failure of internal plumbing that do not contribute to the
sewer system may be excluded from the sewer average per Section 13.04.085.A4.

3. The resulting bill shall be computed using the volume consumed in a billing period
when there is a leak that yields a charge that is in excess of the three hundred percent (300%) of
the average charge for water during the same billing period up to the prior three (3) years on that
same meter. If for any reason there is not history of three (3) years, then the entire water
consumption history of less than three (3) years shall be used and may adjust the average under
unusual circumstances.

4. For residential accounts, if a water leak occurred during the months of April, May, October or November of the previous year, the month in which the leak occurred shall be excluded from the sewer averaging for the current year. For commercial accounts, if a water leak occurs, the water consumption for the previous two months will be averaged and applied to the sewer commodity rate for the month in which the water leak occurred.

B. Billing Periods Covered. In the event a leak goes undetected or initial repairs are not successful and the leak extends into multiple billing periods, an adjustment can be made on up to two (2) consecutive billing periods that are impacted by the leak.

C. Time for Application. Application for a leak adjustment must be made within thirty (30) days from the postmark on the last bill consistent with the provisions of subsection B of this section. However, if an unreported residential water leak occurred in the previous year, an applicant may request an adjustment to their sewer average before April 1 of the current year.

D. Failure to Respond to Evidence of a Leak. If, at any time, the city notifies the owner of a possible leak, or if the owner knows of a leak, and if the owner or account holder fails to react in fifteen (15) days, or other reasonable time as determined solely by the city, the city may determine that some part or all of the leak adjustment per subsection A of this section may be disallowed.

E. City Form Required. Application for a leak adjustment must be made on a form approved by the city and directed to the city administration.

F. Frequency of Leak Adjustments. No more than one (1) application for credit may be considered by the city per water meter in any thirty-six (36) month period, unless consolidating applications for two (2) consecutive billing periods per subsection B of this section.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 15TH DAY OF FEBRUARY, 2013.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: February 20, 2013

EFFECTIVE: February 25, 2013

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 02/11/13 Business Item: 02/15/13
- B. Issue/Topic: **Contract for professional engineering services and Consultant Agreements/Scopes of Work for Elizabeth Avenue Project, First Avenue Sewer Improvements and Sahalee Sewer Improvements**
- C. Sponsor(s):
 1. Jensen 2. Forner
- D. Background (overview of why issue is before council):
 1. The city would like to enter into a contract for professional engineering services for the calendar year 2013.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
 1. The Selection Committee reviewed the list of engineers extracted from the MRSC database and concluded that Gray and Osborne is their recommended selection as city engineer. They felt they have the required knowledge and skill to handle the needs of the city, but also feel that the historical relationship and knowledge are an added benefit.
 2. The contract specifies the engineer shall furnish a scope of work and costs for each service requested, which will become a numbered Amendment to the contract.
 3. Also included is the Consultant Agreement for the Elizabeth Avenue Project, and the scope of work and costs for the First Avenue Sewer Improvement project.
- F. Impacts:
 1. Fiscal: Based on project scope of work.
 2. Legal: City Attorney Heather Reynolds has reviewed and approved the contract.
 3. Personnel: None
 4. Service/Delivery: None
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Time Constraints/Due Dates: Two projects currently waiting for engineer selection.
- I. Proposed Motion: **I move to approve the mayor to execute the proposed Contract for Professional Engineering Services between the City of Ilwaco and Gray and Osborne, Inc., and to confirm their appointment as City Engineer.**

I move to approve the mayor to execute the proposed Consultant Agreement for the TIB funded Elizabeth Avenue Project and the proposed Amendments for the DOE funded First Avenue Sewer Improvements and Sahalee Sewer Improvements.

City Clerk

From: David Jensen [dejarch@willapabay.org]
Sent: Friday, February 08, 2013 1:52 PM
To: City Clerk
Subject: City Engineer

P.J. -

After reviewing the MRSC database and the qualifications of those engineering firms, I believe it is in the best interests for the city to continue utilizing Gray and Osborne (G&O) as City Engineer and I recommend that the Mayor negotiate a new contract with G&O for a period of *two(2) years for the reasons listed below:

1. Historic familiarity with the city of Ilwaco and knowledge of the infrastructure.
2. G&O has facilitated and designed ongoing and pending future projects extending beyond 2013..

David Jensen, Architect
PO Box 6
103 Pacific Ave. S.
Long Beach, WA
(360) 642-3507 FAX (360) 642-8636

City Clerk

From: Gary Forner [gfornercouncil5@gmail.com]
Sent: Wednesday, February 06, 2013 11:35 AM
To: PJ
Subject: City Engineer

PJ,

After reviewing the MRSC database and the qualifications of those engineering firms, I believe it is in the best interests for the city to continue utilizing Gray and Osborn as City Engineer and I recommend that the Mayor negotiate a new contract with G&O for a period of *two(2) years for the reasons listed below:

1. Historic familiarity with the city of Ilwaco and knowledge of the infrastructure.
2. Ongoing and pending future projects extending beyond 2013, in which G&O has materially participated in.

* If allowable by law.

Gary

--

Gary Forner
Ilwaco City Council, Position 5

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF ILWACO
WASHINGTON**

JANUARY 2013

G&O Job. No. 20114.73

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, OLYMPIA, YAKIMA,
VANCOUVER & ARLINGTON**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract, entered into this ____ day of _____ 2013, between the CITY OF ILWACO, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the City of Ilwaco in connection with the Agency's 2013 General Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work, which describes the engineering services to be provided, such services may include, but are not limited to, engineering studies, financial analysis, predesign, design, construction management, local improvement district or utility local improvement district formation, surveys, the preparation and acquisition of easements and right-of-way, environmental studies and documentation, the preparation of regulatory permits and approvals, public meeting and hearing facilitation, project bid and award services, and construction management and administration.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs,

direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's actual cost plus a net fee. The actual cost includes direct salary cost, overhead and direct non-salary cost.

1. The direct salary cost is the salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this Contract.
2. The overhead costs as identified on Exhibit "A" are determined as 180 percent (180%), of the direct salary cost. The overhead cost rate is an estimate based on currently available accounting information and shall be used for all progress payments. The overhead costs of the Contract shall be updated annually.
3. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services, of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.
4. The fee, which represents the Engineer's profit, shall be fifteen percent. The net fee will be pro-rated and paid monthly in proportion to the Engineer's monthly progress billings and approved by the Agency.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years, after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 7

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 8

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 9

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 10

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 11

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 12

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

ARTICLE 14

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 15

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 16

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by

reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

The Engineer shall be required to indemnify the Agency in those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 17

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
 \$1,000,000 each occurrence
 \$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
 \$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 18

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 19

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 20

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 21

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Ilwaco City Hall, if given by the Engineer, or to the President or Secretary of the Engineer personally,

if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF ILWACO
P.O. Box 648
Ilwaco, Washington 98624

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
701 Dexter Ave. North
Suite 200
Seattle, Washington 98109-4339

ARTICLE 22

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Ilwaco

By: TL M. Zerkel
(Signature)

By: _____
(Signature)

Name/Title: Thomas M. Zerkel, P.E., President

Name/Title: Mike Cassinelli, Mayor
(Print)

Date: January 9, 2013

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	25.47%
Insurance and Medical	26.58%
Professional Development and Education	4.56%
Vacations and Holidays	15.14%
Administration (Typing, CADD, GIS, Computer)**	54.21%
Rent, Utilities, and Depreciation	17.74%
Office Expenses	8.12%
Recruiting	0.12%
Professional Services	1.22%
Incentive and Retirement	26.60%
Facilities Cost of Capital	0.24%

TOTAL:..... 180.00%

PROFESSIONAL ENGINEERING SERVICES CONTRACT ENGINEER'S REPRESENTATIVE PAYROLL RATES THROUGH JUNE 15, 2013*

Employee Classification

Payroll Rates

AutoCAD/GIS Technician/Engineering Intern	\$14.00	to	\$27.00
AutoCAD/GIS Manager/Graphic Artist	\$29.00	to	\$36.00
Senior Electrical Engineer	\$44.00	to	\$53.00
Senior Structural Engineer	\$36.00	to	\$49.00
Electrical Engineer	\$32.00	to	\$43.00
Structural Engineer	\$31.00	to	\$40.00
Environmental Technician/Specialist	\$25.00	to	\$40.00
Engineers I and II	\$24.00	to	\$33.00
Engineer III	\$29.00	to	\$35.00
Engineer IV	\$33.00	to	\$41.00
Engineers V and VI	\$35.00	to	\$56.00
Principal-in-Charge/Project Manager	\$35.00	to	\$59.00
Resident Engineer	\$38.00	to	\$48.00
Field Inspector	\$23.00	to	\$37.00
Field Survey Crew (2 Person)**	\$45.00	to	\$60.00
Field Survey Crew (3 Person)**	\$68.00	to	\$85.00
Professional Land Surveyor	\$34.00	to	\$38.00
Secretary/Word Processor**	N/A**		

* Updated annually, together with the overhead.

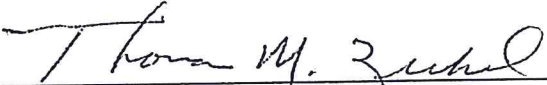
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; and printing costs, which are less than \$150.

EXHIBIT "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Thomas M. Zerkel, P.E., President
Gray & Osborne, Inc.



Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 6-W-969(003)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Elizabeth Avenue Improvements (SR 101 to Howerton Way) Preliminary and Final Design (PS&E)			
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109			
AGREEMENT TYPE (check one)			
<input type="checkbox"/> LUMP SUM \$ _____			
<input checked="" type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE 180%			
OVERHEAD COST METHOD			
<input type="checkbox"/> Actual Cost			
<input type="checkbox"/> Actual Cost Not To Exceed _____ %			
<input checked="" type="checkbox"/> Fixed Rate 42%			
FIXED FEE \$7,788			
<input type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> Negotiated Hourly Rate			
<input type="checkbox"/> COST PER UNIT WORK <input type="checkbox"/> Provisional Hourly Rate			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE April 2014		MAXIMUM AMOUNT PAYABLE \$71,500	

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between the City of Ilwaco, Pacific County, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Transportation Improvement Board (TIB) Consultant Agreement

Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX

TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT



for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the

CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.



- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

XVIII COMPLETE AGREEMENT

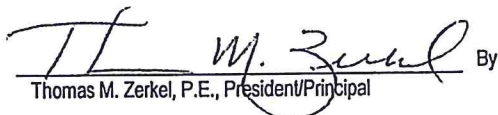
This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By


Thomas M. Zerkel, P.E., President/Principal

By

Mayor

Consultant

Gray & Osborne, Inc.

City of

Ilwaco



EXHIBIT A-1 Certification of Consultant

Project No. 6-W-969(003)-1	City/County City of Ilwaco, Pacific County
-------------------------------	---

I hereby certify that I am Thomas M. Zerkel, P.E., a duly authorized representative of the firm of Gray & Osborne, Inc., whose address is 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

2/7/13
Date

Thomas M. Zerkel
Signature - President/Principal

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Ilwaco, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature - Mayor

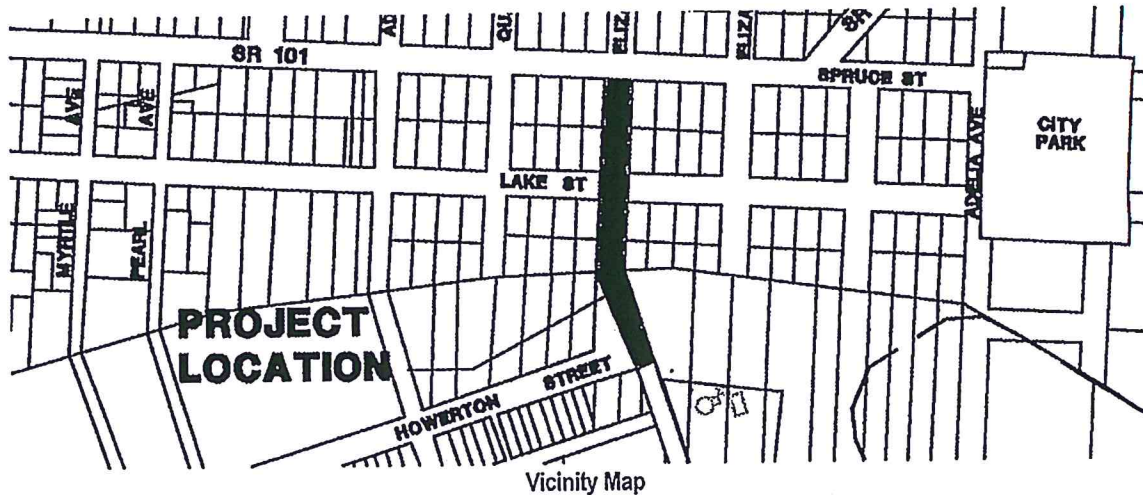
EXHIBIT B-1 Scope of Work

Project No.

6-W-969(003)-1

Describe the Scope of Work

The City of Ilwaco, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to reconstruct a portion of Elizabeth Avenue, more particularly a 0.14-mile section of roadway from SR 101 to Howerton Way.



The existing roadway (22-feet wide) is in poor structural condition and will be reconstructed. The existing sidewalk and curb and gutter, on the west side of the road, will be maintained.

The new road width will be 30-feet wide (two 11-foot travel lanes and 8-foot parking lane) from face of curb to face of curb, and include a 5-foot-wide concrete sidewalk and curb and gutter on east side of the road. The project will also include storm drainage enhancements, utilization of appropriate low-impact develop (LID) features as approved by the City. Signing, street channelization and illumination. The street light standard will be the same as used on the School Street project. An archaeological survey is required for this project.

The project will not include traffic signalization, right-of-way acquisition, landscaping or irrigation, replacement of existing water main or sewer main, nor environmental contamination.

Unless otherwise directed and approved by the City and the Transportation Improvement Board, the project will be designed in conformance with the TIB grant application. It is unknown at this time if right-of-way acquisition will be required. It will be determined at the concept level whether right-of-way acquisition will be required. If it is required it will be negotiated as an extra if desired by the City.

DESIGN SERVICES

It is the intent of this scope to generally comply with the improvements identified in the City's TIB grant application as well as comply with City Standards and TIB funding requirements.

Task 1 – Project Management

- A. Provide overall project management services including:
 - 1. Preparation and execution of subcontracts,
 - 2. Project staff and subconsultant management,
 - 3. Implementation of quality control program, and
 - 4. Management of project budget and schedule.



- B. Prepare and submit progress report with monthly invoice.

Task 2 – Geotechnical Analysis

- A. Subcontract and coordinate geotechnical work with a qualified and licensed geotechnical firm.
- B. Review and comment on subconsultant submittals.
- C. Provide these additional services via our geotechnical subconsultant, PanGEO, Inc.
 - 1. Site Reconnaissance/Subsurface Exploration – PanGEO, Inc. will perform a site reconnaissance to observe the surface and pavement conditions. PanGEO, Inc. will monitor the excavation of test pits to determine the subsurface conditions along the alignment. PanGEO, Inc. believes that five test pits excavated to a maximum depth of about 5 to 6 feet is adequate for this project. Where feasible, the test pits will be excavated adjacent to the pavement for determining the existing pavement thickness.

Assumption: For our budgeting purposes, PanGEO, Inc. has assumed the City will provide utility clearance, traffic control (if needed) and a backhoe for test pit excavation.
 - 2. Laboratory Test/Summary of Data – PanGEO, Inc. will select representative soil samples for laboratory index testing. The results will be used for proper soil classifications and estimation of engineering properties. The grain size results will be used to estimate the potential infiltration of the site soils.
 - 3. Report – PanGEO, Inc. will prepare a report summarizing their findings, including a site map showing locations of test pits, summary test pit logs, summary description of subsurface conditions, feasibility of on-site infiltration of storm water, recommendations for pavement options (with or without cement treated base), subgrade preparation for sidewalk, trenching and suitability of on-site soils as trench backfill, foundation for luminaires, and general earthwork recommendations.
 - 4. Post Report Consultation – PanGEO, Inc. will provide post-report consultations on an as needed basis.

Task 3 – Community and Agency Coordination

- A. Support City staff at one public open house meeting. The City shall arrange for the meeting time and location.
- B. Participate at two additional project meetings with City staff to review project, project concerns, status of deliverables, budget, critical path items, any new project concerns, etc., during the course of the project.

Task 4 – Quality Assurance/Quality Control Meetings

- A. Conduct three in-house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 5, 60, and 95 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired).
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC reviews.

Task 5 – Project Funding Agency and WSDOT Coordination

- A. Gray & Osborne staff shall coordinate their work (as applicable) as authorized by the City with the City's funding agency (TIB) and assist the City in preparing project prospectus forms, quarterly reports, and other required paperwork.



- B. Gray & Osborne will coordinate the proposed design documents with WSDOT regional engineers (SW Region) to solicit comments on work in/on SR 101. Work shall include soliciting approval from WSDOT to construct facilities, as applicable in SR 101 rights-of-way.

Task 6 – Right-of-Way and Topographical Survey

- A. Establish vertical and horizontal (right-of-way) control for survey and mapping within project corridor.
- B. Acquire records of survey, plat maps, assessor maps, etc., as required for establishing right-of-way. Identify right-of-way (centerline and edges).
- C. Acquire topographical survey of site (within and adjacent to project corridor to include referencing surface grades; utility markings (see Item A above); pavement edges; obvious utility structures including utility poles, hydrants, valves; fences; major trees and significant landscaping; pedestrian facilities; driveways; buildings, sanitary, and storm facilities, etc., in sufficient detail to support design of the project.
- D. Acquire off-site survey at properties abutting project corridor, intersecting streets, and all driveways to facilitate incorporation of ingress/egress corridors into design and in sufficient details to identify impacts and provide adequate mitigation to adjacent properties. Extend topography up to 25 feet beyond right-of-way lines, where determined to be necessary by the Engineer. Note: This work assumes right of access will be granted by property owners for this work.
- E. Incorporate all electronic files (produced by survey) and create base map of project corridor, adjacent parcel lines, and existing utilities of record and/or surveyed utilities.

- Note: (1) This work assumes a record of survey is not required, nor is it included in our scope of work.
(2) Gray & Osborne, Inc. shall be entitled to rely on the accuracy of information provided by others for the purpose of this work (see items above).

Task 7 – Conceptual and Preliminary Design

- A. Develop preliminary concepts (35% level of design) and exhibits for use in public meeting, staff meetings, etc., for evaluation and comments on conceptual design.
- B. Incorporate available utility as-built or record drawing information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Consultant shall be able to rely on information provided by others for the intended purpose of developing design drawings.
- C. Prepare specifications in City-approved format, to also include proposal, contract, bonds, and insurance documents/requirements and related documentation. It is assumed the format of Specifications will be similar to previous consultant work in the City for TIB funded projects. The Specifications will be prepared with reference to the 2012 Standard Specifications.
- D. Design storm drainage facilities for the collection, treatment, and detention of stormwater sufficient to support the project and per applicable Department of Ecology and City standards. This Contract, including our scope of work, assumes adequate downstream capacity exists and downstream or off-site storm improvements beyond the scope of this project will not be required.
- E. Prepare preliminary plans, drawings, special details, etc., of all motorized and non-motorized facilities including road improvements, minor landscaping, storm facilities, illumination, and related facilities at 60 and 95 percent levels of design, and in City-approved format to include updated engineer's construction cost estimate(s). Submit (two copies) of plan sets and specifications (including updated cost estimates) to City for review and comment at 60 and 95 percent intervals. Incorporate applicable City comments.



Task 8 – Archaeological Investigation

- A. Conduct an archaeological investigation. The purpose of the study is to determine whether an archaeological site(s) may be present within the project area and whether additional study is necessary. The current proposal is limited solely to site discovery.
- B. The field investigation will consist of a systematic visual examination of all project components by walking transects across the ground surface of the entire project area. In addition, limited subsurface examination shall be conducted, as appropriate, by excavating shovel probes to obtain a view of the soil and to ascertain the presence of archaeological site(s) not readily observable on the ground surface. Excavated material shall be screened through a one-eighth-inch mesh. All holes shall be backfilled immediately. The field study will include monitoring of the geotechnical investigation in order to obtain a view of the subsurface soils.
- C. The report will include a review of the existing archaeological site records and related archaeological background information at the Washington State Department of Archaeology and Historic Preservation (DAHP). The resulting report will include a discussion of the background research, field investigation, methodology, results, and recommendations. The report will satisfy archaeological requirements consistent with Section 106 of the National Historic Preservation Act of 1966 (as amended) and the Washington Governor's Executive Order 05-05 (Capital Construction Projects). One copy of the report will be submitted, as well as one electronic copy on a disc for submission to and coordination with DAHP.

Task 9 – Temporary Construction and Right-of-Way Documentation

- D. Identify areas on adjacent private property where temporary construction permits need to be acquired to facilitate construction. This may include small, parallel, and adjacent strips of land or driveway areas needed to be reconstructed and incorporated into project documents.
- E. Prepare generic temporary construction permits for City distribution and acquisition as may be required.
- F. It will be determined at the conceptual phase whether right-of-way is required. Right-of-way acquisition is not included in our scope of work. If such is required, it will be negotiated as an extra.

Task 10 – Final Design Plans and Specifications

- A. Prepare and submit final (100%) project plans, specifications, and cost estimates to include evaluation and/or incorporation of all previous and pertinent City, WSDOT and/or funding agency review comments.
- B. Prepare and submit final SEPA checklist. Incorporate applicable City review comments to include such revisions or clarifications as may be necessitated. City to provide threshold determination and publish determination as may be required.
- C. Submit final plans, specifications, engineer's cost estimate (construction), and updated TIB construction prospectus form (UCE form) to the City and TIB and solicit authorization to bid the project from both the City and TIB.

Task 11 – Bid and Award Services

- A. Prepare bid advertisement and distribute to two newspapers (Daily Journal and the City's newspaper of record). Our fees do not include cost of publication of advertisements.
- B. Prepare and distribute electronic bid documents (CD format) to local planning agencies and utility companies, City, WSDOT and funding agency. Prepare and distribute (electronic) bid documents to bona fide bidders. Maintain bidders list.
- C. Answer bid inquiries during bid phase, to include providing written clarification as may be required.



- D. Prepare and distribute any bid addenda as required.
- E. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordination with City and TIB.

Documents to be Furnished by the Consultant

- One copy of geotechnical report and archaeological investigation report.
- Electronic file of all final plans (AutoCAD and PDF files) and specifications (MS Word/PDF files) including addenda (as may be applicable).
- Hard copy of plans, specifications, and cost estimates to include any addenda (as may be applicable).
- Two sets (paper copies) of plans (34" x 22" full size and 11" x 17" half size), specifications, and cost estimates at each of the three submittal intervals (35, 60, and 90 percent) listed in the scope of work.
- Copy of all photographs, exhibits, and drawings prepared as part of this project.

EXHIBIT C-2

Payment

(Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Tamara Nack, P.E.					Date February 6, 2013	
Project Elizabeth Avenue Improvements (SR 101 to Howerton Way)						
Direct Salary Cost (DSC)						
Classification	Man Hours		Rate		Cost	
Principal-in-Charge	14	x	\$35 to \$59	=	\$ 784	
Project Manager/Engineer	82	x	\$33 to \$56	=	\$ 4,018	
E.I.T./Design/Civil Engineers	195	x	\$24 to \$35	=	\$ 6,630	
Transportation/Electrical Engineer	40	x	\$31 to \$53	=	\$ 1,720	
Survey Technician/Drafter	92	x	\$14 to \$36	=	\$ 2,640	
Survey Crew	32	x	\$45 to \$85	=	\$ 2,112	
Environmental Technician/Specialist	8	x	\$25 to \$35	=	\$ 280	
Professional Land Surveyor	10	x	\$34 to \$38	=	\$ 360	
Resident Inspector	0	x	\$23 to \$48	=	\$ 0	
TOTAL DSC					\$18,544	
OVERHEAD (OH Cost including Salary Additives)						
OH Rate x DSC or 180% x \$18,544					\$33,379	
FIXED FEE (FF)						
FF Rate x DSC or 42% x \$18,544					\$ 7,788	
REIMBURSABLES						
Miscellaneous Expenses (including mileage, per diem (meals/room), reproduction, etc.)					\$ 1,894	
SUBCONSULTANT COST (including 10% Administrative Overhead)						
PanGEO, Inc. (Geotechnical Engineer)					\$ 6,121	
Archaeological Consulting Services (Archaeological Investigation)					\$ 3,774	
GRAND TOTAL					\$71,500	



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
(Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead	Profit	Rate Per Hour
Technician/Drafter	\$14-\$36	\$25.20-\$64.80	\$5.70-\$14.65	\$44.90-\$115.45
E.I.T./Design/Civil Engineers (Eng. I, II and III)	\$24-\$35	\$43.20-\$63.00	\$9.77-\$14.25	\$76.97-\$112.25
Environmental Technician/Specialist	\$25-\$40	\$45.00-\$72.00	\$10.18-\$16.28	\$80.18-\$128.28
Structural/Electrical Engineers	\$31-\$53	\$55.80-\$95.40	\$12.62-\$21.57	\$99.42-\$169.97
Project Manager/Engineer (Eng. IV, V and VI)	\$33-\$56	\$59.40-\$100.80	\$13.43-\$22.79	\$105.83-\$179.59
Principal-in-Charge/Project Managers	\$35-\$59	\$63.00-\$101.20	\$14.25-\$24.01	\$112.25-\$189.21
Survey Crew	\$45-\$85	\$85.00-\$153.00	\$18.32-\$34.60	\$144.32-\$272.60
Professional Land Surveyor	\$34-\$38	\$61.20-\$68.40	\$13.84-\$15.47	\$109.04-\$121.87
Field Inspector/Resident Engineer	\$23-\$48	\$41.90-\$86.40	\$9.36-\$9.54	\$73.76-\$153.94
Secretary/Typist*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.



EXHIBIT E-1 Breakdown of Overhead Cost

(Sample Only - Actual line item and cost categories and percentage for firm should be submitted.)

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	25.47%
Insurance and Medical	26.58%
Professional Development and Education	4.56%
Vacations and Holidays	15.14%
Administration (Typing, CADD, GIS, Computer)**	54.21%
Rent, Utilities, and Depreciation	17.74%
Office Expenses	8.12%
Recruiting	0.12%
Professional Services	1.22%
Incentive and Retirement	26.60%
Facilities Cost of Capital	0.24%
TOTAL:	180.00%

PROFESSIONAL ENGINEERING SERVICES CONTRACT ENGINEER'S REPRESENTATIVE PAYROLL RATES THROUGH JUNE 15, 2013*

Employee Classification

Payroll Rates

AutoCAD/GIS Technician/Engineering Intern	\$14.00	to	\$27.00
AutoCAD/GIS Manager/Graphic Artist	\$29.00	to	\$36.00
Senior Electrical Engineer	\$44.00	to	\$53.00
Senior Structural Engineer	\$36.00	to	\$49.00
Electrical Engineer	\$32.00	to	\$43.00
Structural Engineer	\$31.00	to	\$40.00
Environmental Technician/Specialist	\$25.00	to	\$40.00
Engineers I and II	\$24.00	to	\$33.00
Engineer III	\$29.00	to	\$35.00
Engineer IV	\$33.00	to	\$41.00
Engineers V and VI	\$35.00	to	\$56.00
Principal-in-Charge/Project Manager	\$35.00	to	\$59.00
Resident Engineer	\$38.00	to	\$48.00
Field Inspector	\$23.00	to	\$37.00
Field Survey Crew (2 Person)**	\$45.00	to	\$60.00
Field Survey Crew (3 Person)**	\$68.00	to	\$85.00
Professional Land Surveyor	\$34.00	to	\$38.00
Secretary/Word Processor**	N/A**		

* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.55 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. - Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; and printing costs, which are less than \$150.



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

PanGEO, Inc. \$5,565
(Geotechnical Services)

Archaeological Consulting Services..... \$3,431

Note: Amount shown above does not include 10% Administrative Overhead as shown in Exhibit D-1.

AMENDMENT NO. _____
TO
CONTRACT FOR ENGINEERING SERVICES

THIS AMENDMENT, made this day, by and between the City Of Ilwaco, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) _____, for additional services related to the First Avenue North Sewer Improvements.

PROJECT UNDERSTANDING

The City will install approximately 1,100 LF of 12-inch-diameter and 700 LF of 8-inch-diameter sewer to replace and deteriorated sanitary sewer in First Avenue North and Fir Street.

The City has received a State Revolving Fund loan to finance the design, construction and construction administration for this project. The allowable engineering fees included in the State Revolving Fund loan for this project is \$72,000. This estimated engineering fee for this Scope of Work is \$72,000.

PHASE I – BID AND AWARD SERVICES

Tasks completed in **Phase I** include:

- The Engineer will prepare and submit project advertisement for bid and distribute bid documents to prospective bidders, suppliers, regulatory agencies, and plan centers. Bid documents to consist of specifications, plan sets, and addenda, as applicable.
- The Engineer will respond to bidder's questions during bid period, and schedule and conduct a prebid conference for prospective bidders. The Engineer will prepare and distribute addenda to the bid documents.
- The Engineer will attend the bid opening, review bids, and prepare a recommendation to the City for contract award. The Engineer will issue the notice of contract award, prepare contracts, receive and review contractor bid documents, and issue notice to proceed.

PHASE II – CONSTRUCTION ADMINISTRATION

Tasks completed in **Phase IIa, Construction Contract Administration**, include:

- **Job Meetings and Site Visits:** The Engineer will coordinate and conduct a preconstruction conference to establish administrative procedures for the project. The Engineer will conduct biweekly job meetings with the

Contractor and the City. The Engineer will prepare and distribute minutes of the preconstruction and biweekly meetings.

- **Monitor Construction Schedule:** The Engineer will review and comment on the Contractor's construction schedule and monitor the Contractor's progress in relation to the schedule. The Engineer will issue a weekly report to the City and Contractor on construction time consumed on the project, and keep the parties advised on the time limit as it relates to the performance schedule.
- **Monthly Progress Estimates:** The Engineer will review the Contractor's monthly progress payment request and prepare monthly progress estimates based on the Resident Engineer's judgment of the value of work completed during the pay period. The Engineer will coordinate and identify project costs and maintain project accounting to aid in the final audit.
- **Negotiate Change Orders:** The Engineer will represent the City's interest in negotiation of change orders with the Contractor. The Engineer will prepare change orders for execution by the Contractor subject to approval and authorization of the City.
- **Project Records:** The Engineer will prepare and maintain daily logs, weekly schedule reports, jobsite photographs, quantity measurements, and correspondence.
- **Project Closeout:** The Engineer will collect warranties, operation and maintenance manuals, and as-built drawings from the Contractor. The Engineer will prepare the certificate of Completion of Public Works Project completion report.

Tasks completed in Phase IIb, Office Engineering, include:

- **Review Submittals:** The Engineer will review submittals and shop drawing for compliance with design intent and general conformity to the contract drawings and specifications.
- **Review "Or Equal" Products:** The Engineer will review proposals for the Contractor to substitute an "or equal" product for a specified product base on design intent and general conformity to the contract drawings and specifications.
- **Clarify Design Intent:** The Engineer will respond to the Contractor's questions and provide interpretation of the contract specifications and drawings which address and clarify design intent. Prepare supplementary sketches to clarify conditions. The Engineer will maintain records of telephone meetings concerning design intent.

- **Evaluate Change Orders:** The Engineer will estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. The Engineer will provide engineering design for change orders as directed by the City. The Engineer will evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- **Prepare Record Drawings:** The Engineer will prepare reproducible record drawings from marked up sets of drawings maintained by the Contractor and/or the City's Resident Inspector. The Engineer will furnish the City with one set of permanent, reproducible drawings and electronic copies in AutoCAD and PDF formats.

Task completed in **Phase IIc, Construction Monitoring**, include:

- **Provide Field Observation:** The Engineer will provide a Resident Inspector to monitor conformance of the Contractor's work with plans and specifications. The Engineer shall not, however, be responsible for construction means, methods, or sequences, or for safety precautions used in carrying on the work of the Contractor. This Scope of Work assumes the duration of the construction portion of the project is 3 weeks.
- **Provide Construction Survey:** The Engineer will conduct field survey to set initial construction grade and location. The Contractor will be responsible for conducting any additional survey required to complete the project according to the plans and specifications.
- **Conduct Final Inspections:** The Engineer will conduct a substantial completion inspection, issue punch lists, review compliance with the plans and specifications, and recommend project acceptance by the City.

PHASE III – PROJECT MANAGEMENT

The tasks completed in **Phase III** include:

- **Community Relations:** The Engineer will respond to questions and concerns of the public regarding the proposed construction project.
- **Coordinate and Review Subconsultants:** The Engineer will obtain the services of specialty subconsultants, such as a geotechnical engineer. The Engineer will coordinate and review their work.
- **Progress Reports:** The Engineer shall provide monthly reports to the City in the City's standard format by the 15th day of each month.
- **Management Responsibility:** The Engineer is responsible for managing cost and schedule of the project in its entirety. As such, the Engineer is responsible for informing the City immediately if any cost or schedule

impacts are realized, are likely, or are possible – including impacts that are caused or could be caused by City action, inaction, or delay. The Engineer is responsible for taking all prudent steps necessary to maintain the cost and schedule – subject to City approval when necessary.

- **Timeliness:** The Engineer acknowledges time is of the essence in the performance of the design and construction phases of this Contract and every reasonable effort will be made to:
 1. Hold the contract schedule to agreed dates;
 2. Improve on schedule performance when feasible; and
 3. Aggressively pursue and recommend alternative approaches to meet the established schedule.
- **Cost Management and Changes:** The Engineer acknowledges this project is being done on a fixed or not-to-exceed budget of government loan funds in amounts beyond the City's ability to amend should there be overruns. Accordingly, the Engineer acknowledges:
 1. Cost estimating shall be the best possible within reasonable bounds of what is known at the time of estimating (be it the initial estimate or subsequent estimates of changes and assessment of alternatives);
 2. Change management during design and construction is a vital role of the Engineer;
 3. Alternatives will be presented in a timely manner so that decisions regarding changes can be made in time to make the necessary impact on project cost; and
 4. The Engineer has the responsibility and role on this project to advise the City and make considered recommendation regarding changes; and City approval is secured in a timely manner when changes are necessary.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF ILWACO

By: _____
(Signature)

By: _____
(Signature)

Name: Thomas M. Zerkel, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: _____

Date: _____

"Equal Opportunity/Affirmative Action Employer"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Ilwaco
First Avenue North Sewer Improvements
Construction Engineering*

Tasks	Project Manager Hours	Eng. VI Hours	Field Inspector Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Bid and Award Services	4	8				
Construction Staking					8	48
Construction Administration	12	12				
Construction Office Engineering	8	70		8		
Construction Monitoring			320			
Project Closeout	4	9				
Hour Estimate:	28	99	320	8	8	48
Estimated Fully Burdened Billing Rate:*	\$145	\$120	\$110	\$85	\$121	\$193
Fully Burdened Labor Cost:	\$4,060	\$11,880	\$35,200	\$680	\$968	\$9,264

Total Fully Burdened Labor Cost: \$ 62,052

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ \$0.56/mile) \$ 9,650

Printing \$ 298

TOTAL ESTIMATED COST: \$ 72,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

AMENDMENT NO. _____
TO
CONTRACT FOR ENGINEERING SERVICES

THIS AMENDMENT, made this day, by and between the City Of Ilwaco, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) _____, for Predesign Services for future replacement of the sanitary sewers and sewer lift station on the Sahalee Subdivision.

PROJECT UNDERSTANDING

The City has received a State Revolving Fund loan, 50 percent forgiveness, to finance the site specific planning and State Environmental Review Process (SERP) for this project. The SERP process and site specific planning must be completed before the City can apply for design and construction funding from the Department of Ecology. The allowable engineering fees included in the State Revolving Fund loan for this project is \$42,000. This estimated engineering fee for this Scope of Work is \$42,000.

PHASE I – SITE SPECIFIC PLANNING

Tasks completed in **Phase I** include:

The Engineer will prepare an amendment to the City's Wastewater Facility Plan that addresses site-specific planning for the replacement of the sanitary sewers and sewer lift station serving the Sahalee subdivision. The amendment will include an evaluation of the sewer collection and conveyance facilities in the Sahalee subdivision and identify alternative collection and conveyance methods, size of recommended facilities and lift station design criteria. The amendment will evaluate the environmental impacts, construction impacts and costs and operation and maintenance requirements of the alternatives and select the most cost effective solution as the preferred alternative. The facility plan amendment will be submitted to the Department of Ecology for approval.

The Engineer will conduct a field survey of the project area. This information will be critical for the preparation of viable alternatives for sewer collection and conveyance. Horizontal and vertical control will be established. Existing monumentation, property corners and other miscellaneous right-of-way will be established. Physical features including structures, valves, streets, fences, utilities, signs, edges of pavement, ditches, fire hydrants, etc. will be noted for plotting. Property owners will be notified and permission required prior to surveying on private property.

Deliverables

- Approved Wastewater Facility Plan Amendment.
- Complete site survey of the sewer facilities and right-of-way in the Sahalee Subdivision.

- Preliminary plan of the proposed sewer improvements.

PHASE II – SERP ENVIRONMENTAL REVIEW PROCESS

Tasks completed in **Phase II** include:

The Engineer will provide the documentation required for the SERP Review Process including:

- SEPA Checklist and Cross Cutter review (City planner to review and issue SEPA determination).
- Cultural Resources Section 106 Notifications. The cultural resources survey of the Sahalee area completed in 2012 will be incorporated into this task.
- Cost effective analysis summarizing the alternatives considered, evaluation criteria and cost effective solution for replacing the sewer system and lift station in the Sahalee Subdivision.

The Engineer will submit the SERP Review Process documentation to the Department of Ecology for approval.

The Engineer will assist the City in conducting a publicly advertised and documented public information meeting regarding the project.

Deliverables

- SEPA and Cross Cutter checklist.
- Section 106 notification requirements.
- Cost effectiveness summary evaluation.

PHASE III – PROJECT MANAGEMENT

The tasks completed in **Phase III** include:

- **Community Relations:** The Engineer will respond to questions and concerns of the public regarding the proposed construction project.
- **Coordinate and Review Subconsultants:** The Engineer will obtain the services of specialty subconsultants, such as a geotechnical engineer. The Engineer will coordinate and review their work.

- **Progress Reports:** The Engineer shall provide monthly reports to the City in the City's standard format by the 15th day of each month.
- **Management Responsibility:** The Engineer is responsible for managing cost and schedule of the project in its entirety. As such, the Engineer is responsible for informing the City immediately if any cost or schedule impacts are realized, are likely, or are possible – including impacts that are caused or could be caused by City action, inaction, or delay. The Engineer is responsible for taking all prudent steps necessary to maintain the cost and schedule – subject to City approval when necessary.
- **Timeliness:** The Engineer acknowledges time is of the essence in the performance of the design and construction phases of this Contract and every reasonable effort will be made to:
 1. Hold the contract schedule to agreed dates;
 2. Improve on schedule performance when feasible; and
 3. Aggressively pursue and recommend alternative approaches to meet the established schedule.
- **Cost Management and Changes:** The Engineer acknowledges this project is being done on a fixed or not-to-exceed budget of government loan funds in amounts beyond the City's ability to amend should there be overruns. Accordingly, the Engineer acknowledges:
 1. Cost estimating shall be the best possible within reasonable bounds of what is known at the time of estimating (be it the initial estimate or subsequent estimates of changes and assessment of alternatives);
 2. Change management during design and construction is a vital role of the Engineer;
 3. Alternatives will be presented in a timely manner so that decisions regarding changes can be made in time to make the necessary impact on project cost; and
 4. The Engineer has the responsibility and role on this project to advise the City and make considered recommendation regarding changes; and City approval is secured in a timely manner when changes are necessary.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF ILWACO

By: _____
(Signature)

By: _____
(Signature)

Name: Thomas M. Zerkel, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: _____

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Ilwaco
Sahalee Sanitary Sewer Predesign

Tasks	Principal	Project Manager Hours	Eng. V and VI Hours	Electrical Eng. Hours	Environmental Tech./ Specialist Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Facilities Plan Amendment		16	64	8		24		
Survey			2			16	12	72
SERP Environmental Review					40			
Project Management		12						
Public Meeting		12						
QA/QC	4	4	4					
Hour Estimate:	4	44	70	8	40	40	12	72
Estimated Fully Burdened Billing Rate:*	\$155	\$145	\$120	\$138	\$105	\$85	\$121	\$193
Fully Burdened Labor Cost:	\$620	\$6,380	\$8,400	\$1,104	\$4,200	\$3,400	\$1,452	\$13,896

Total Fully Burdened Labor Cost: \$ 39,452
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 2,548

TOTAL ESTIMATED COST: \$ 42,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.